

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 15<sup>th</sup> day of March 20 11

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 Prosecuting Attorney's Office to remove a Secretarial Position from the Law Enforcement Services Fund and add an Investigator Position.

Done this 15<sup>th</sup> day of March, 2011.

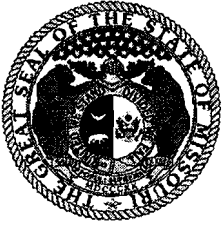
ATTEST:

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

Edward H. Robb  
Edward H. Robb  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Absent  
Skip Elkin  
District II Commissioner



# Office of the Boone County Prosecuting Attorney

DANIEL K. KNIGHT, Prosecutor

705 E. Walnut Street – Courthouse  
Columbia, Missouri 65201-4485

573-886-4100  
FAX: 573-886-4148

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DATE: March 10, 2011

TO: Commissioner Robb  
Commissioner Miller  
Commissioner Elkin

FROM: Boone County Prosecutor's Office

RE: Investigator - Law Enforcement Services Fund - 2903

We respectfully request your approval to add an Investigator position and remove a secretarial position from the Law Enforcement Services Fund, effective May 1, 2011.

We presented our request to the Prop L Committee on March 9, 2011 and received their support.

Thank you for your consideration.

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STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 15<sup>th</sup> day of March 20 11

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

Now on this day the County Commission of the County of Boone does hereby award bid 03-22Feb11 Copier Maintenance for the Prosecuting Attorney IV-D Child Support Enforcement to Data Comm. Inc. of Columbia, MO. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15<sup>th</sup> day of March, 2011.

ATTEST:

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

Edward H. Robb  
Edward H. Robb

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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: March 7, 2011  
RE: 03-22FEB11 – Copier Maintenance – Prosecuting Attorney IV-D (Child Support Enforcement)

Bid 03-22FEB11 - Copier Maintenance closed on February 22, 2011. Four bids were received. Recommendation for award for the Prosecuting Attorney IV-D (Child Support Enforcement) office is Data Comm of Columbia, MO for offering the lowest and best bid. The Assessor's office was also part of this bid, but it was decided in the evaluation to "no award" from this bid and continue to have Ikon provide the maintenance as Ikon's current invoice price offered is less than any bids received.

Maintenance for the Prosecuting Attorney's office is \$150.00 for 25,000 copies with overage billed at \$0.006/copy, plus a one-time fee of \$187 to replace the drum (future drums will be part of the on-going maintenance). The maintenance invoice will be paid from department 1263 – IV-D, account 60050 – Equipment Service Contract. The drum replacement will be paid from department 1263 – IV-D, account 60200 – Equipment Repairs/Maintenance.

Four one-year optional renewals are also part of the contract with a 5% increase each year.

att Bid Tab

cc: Contract File  
Barbara Morris, IV-D

**03-22FEB11 - PHOTOCOPIER MAINTENANCE**

BID TABULATION		Data Comm Inc.		Image Technologies (Sumner Group)		datamax		Ikon - current maintenance for 10,000 copies - \$0.0050/copy		
4.8.	Description	Annual Copies	Annual Maintenance Cost	Overage - Cost Per Copy	Annual Maintenance Cost	Overage - Cost Per Copy	Annual Maintenance Cost	Overage - Cost Per Copy	Annual Maintenance Cost	Overage - Cost Per Copy
4.8.1.	<b>IV-D (PA) - Child Support Enforcement</b>									
4.8.1.1.	IR3030 - fiscal year 2011	25,000	\$150.00	\$0.0060	\$375.00	\$0.016	\$375.00	\$0.016	\$600.00	\$0.005
	IR3030 - fiscal year 2012	25,000	\$157.50	\$0.0063	\$375.00	\$0.016	\$375.00	\$0.016	\$600.00	\$0.005
	IR3030 - fiscal year 2013	25,000	\$165.37	\$0.0067	\$375.00	\$0.016	\$375.00	\$0.016	\$600.00	\$0.005
	IR3030 - fiscal year 2014	25,000	\$173.64	\$0.0071	\$375.00	\$0.016	\$375.00	\$0.016	\$600.00	\$0.005
	IR3030 - fiscal year 2015	25,000	\$182.26	\$0.0075	\$375.00	\$0.016	\$375.00	\$0.016	\$600.00	\$0.005
	Replacement of Drum		\$187.00	one time fee						
	<b>TOTAL (for 5 years)</b>		<b>\$1,015.77</b>		<b>\$1,875.00</b>		<b>\$1,875.00</b>		<b>\$3,000.00</b>	
4.8.2.	<b>Assessor</b>									
4.8.3.2.	Canon IR 5000 - fiscal year 2011	100,000	\$600.00	\$0.006	\$1,000.00	\$0.011	\$1,000.00	\$0.011	\$726.00	\$0.011
	Canon IR 5000 - fiscal year 2012	100,000	\$630.00	\$0.0063	\$1,000.00	\$0.011	\$1,000.00	\$0.011	\$726.00	\$0.011
	Canon IR 5000 - fiscal year 2013	100,000	\$661.50	\$0.0067	\$1,000.00	\$0.011	\$1,000.00	\$0.011	\$726.00	\$0.011
	Canon IR 5000 - fiscal year 2014	100,000	\$694.57	\$0.0071	\$1,000.00	\$0.011	\$1,000.00	\$0.011	\$726.00	\$0.011
	Canon IR 5000 - fiscal year 2015	100,000	\$729.30	\$0.0075	\$1,000.00	\$0.011	\$1,000.00	\$0.011	\$726.00	\$0.011
4.9.	Deviations?	Data Comm will complete an inspection of eac machine prior to placing the systems under contract. The customer will be in charge of covering the costs of replacing any needed parts or consumables.								
	Replacement of Drum - one time fee		1,632.00	Noticed a scratch on the drum that might affect print quality. Will only replace drum when usage hits 100,000						
	<b>TOTAL (for 5 years)</b>		<b>\$4,947.37</b>		<b>\$5,000.00</b>		<b>\$5,000.00</b>		<b>\$3,630.00</b>	
<b>No Bids</b>										
Imaging Office Systems										
Quill Corp										
Proshred Security										
Business Systems										
Best Buy										
Staples										
Springfield Blue Print										

*pu RC*

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

3/1/11

REQUEST DATE

278

VENDOR NO.

Data Comm

VENDOR NAME

ADDRESS

CITY

To: County Clerk's Office

Comm Order # \_\_\_\_\_

Return to Auditor's Office

Please do not remove staple.

### BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with statutory bidding requirements.  
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$2500 to \$4,499)
- Purchase is <\$2500 and is NOT covered by an existing bid or sole source

### Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#03-22FEB11

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department #

Bill to Department # 1263

Department				Account				Item Description	Qty	Unit Price	Amount	
1	2	6	3	6	0	0	5	0	Copier maintenance through December 31, 2001 for 25,000 copies plus \$0.006/copy for overage	1	150.00	150.00
1	2	6	3	6	0	2	0	0	Replacement of Drum	1	187.00	187.00
								<i>okay to exceed appropriation</i>				
								<b>TOTAL:</b>			<b>337.00</b>	

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

*Barbara Merritt*  
Prepared By

*[Signature]*  
Requesting Official

*Chy 3/8/11*

Auditor Approval

**PURCHASE AGREEMENT FOR  
CANON PHOTOCOPIER MAINTENANCE  
FOR PROSECUTING ATTORNEY - CHILD SUPPORT ENFORCEMENT**

**THIS AGREEMENT** dated the 15 day of March 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Data Comm, Inc.** herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a Term and Supply contract for **Canon Photocopier Maintenance** in compliance with Request for Bid number **03-22FEB11** and the Contractor's bid response dated **February 16, 2011**, executed by **John Knipfel** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid with the County's Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following maintenance:

**Prosecuting Attorney – Child Support Enforcement** – 705 E. Walnut Street, Columbia, MO 65201. Contact: Barbara Morris: (573) 886-4126.

**Maintenance:** shall be provided for the Canon Image Runner IR3030 (serial number: MUF08874/C10032390) copier for 25,000 black and white prints for fiscal year 2011 for a cost of \$150.00. Black and white overage shall be billed at a cost of \$0.006 per page. County agrees to pay Data Comm \$187.00 to install a new drum at the start of the 2011 maintenance period. Any drum needed following that initial drum will be provided by Data Comm as part of the maintenance agreement.

Maintenance may be renewed yearly at the option of the County for up to four (4) years with an increase as detailed below:

**25,000 Copies:**

January 1, 2012 – December 31, 2012 - \$157.50 with overage billed at \$0.0063 per page  
 January 1, 2013 – December 31, 2013 - \$165.37 with overage billed at \$0.0067 per page  
 January 1, 2014 – December 31, 2014 - \$173.64 with overage billed at \$0.0071 per page  
 January 1, 2015 – December 31, 2015 - \$182.26 with overage billed at \$0.0075 per page

Maintenance agreement is customized to meet County needs and volume can be changed any time. Maintenance pricing includes all labor, mileage, travel time, parts, toner, drums and other supplies (all other consumables), excluding staples and paper.

Contractor's on-site maintenance shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired

to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be through December 31, 2015, provided County renews maintenance contract each year.

3. **Contract Duration** - This agreement shall commence on the date written above 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 **four (4) 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.

4. **Billing and Payment** - All billing shall be invoiced to the Prosecuting Attorney – Child Support Enforcement and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier(s); 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.

**DATA COMM INC.**

by [Signature]  
title Sales Manager

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
[Signature]  
Edward H. Robb, Presiding Commissioner

**APPROVED AS TO FORM:**

[Signature]  
County Counselor

**ATTEST:**

[Signature]  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

[Signature]  
Signature by af

3/8/11  
Date

1263 / 60050 / \$ 150.00  
1263 / 60000 / \$187.00  
Appropriation Account

**4. Response Form - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.**

4.1. Company Name: Data Comm Inc.

4.2. Address: 2515 Bernadette Dr

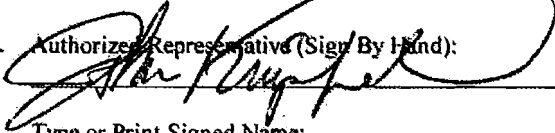
4.3. City/Zip: 65203

4.4. Phone Number: 573-256-5551

4.5. Fax Number: 573-445-5269

4.6. Federal Tax ID: 43-0982940

4.7. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, FOB Destination, which has been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.7.1. Authorized Representative (Sign By Hand): 

4.7.2. Type or Print Signed Name: John Knipfel

4.7.3. Today's Date: 2-16-2011

4.8.	Description	Annual Copies	Annual Maintenance Cost	Overage - Cost Per Copy
4.8.1.	<b>IV-D (PA) - Child Support Enforcement</b>			
4.8.1.1.	IR3030 - fiscal year 2011	25,000	\$ 150.00	\$ 0.006
	IR3030 - fiscal year 2012	25,000	\$ 157.50	\$ 0.0063
	IR3030 - fiscal year 2013	25,000	\$ 165.37	\$ 0.0067
	IR3030 - fiscal year 2014	25,000	\$ 173.64	\$ 0.0071
	IR3030 - fiscal year 2015	25,000	\$ 182.26	\$ 0.0075
4.8.2.	<b>Assessor</b>			
4.8.3.2.	Canon IR 5000 - fiscal year 2011	100,000	\$ 600.00	\$ 0.006
	Canon IR 5000 - fiscal year 2012	100,000	\$ 630.00	\$ 0.0063
	Canon IR 5000 - fiscal year 2013	100,000	\$ 661.50	\$ 0.0067
	Canon IR 5000 - fiscal year 2014	100,000	\$ 694.57	\$ 0.0071
	Canon IR 5000 - fiscal year 2015	100,000	\$ 729.30	\$ 0.0075


4.9. Describe any deviations from bid specifications:

Data Comm will need to complete a thorough inspection of each machine prior to placing the systems under contract. The customer will be in charge of covering the costs of replacing any needed parts or consumables.

(Please complete and return with Bid Response)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

John Knipfel

Name and Title of Authorized Representative

Signature

2-16-2011

Date



**Request for Bid (RFB)**

Boone County Purchasing

601 E. Walnut, Room 208

Columbia, MO 65201

**Melinda Bobbitt, CPPB, Director**

Phone: (573) 886-4391 – Fax: (573) 886-4390

Email: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

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***Bid Data***

Bid Number: **03-22FEB11**

Commodity Title: ***Photocopier Maintenance***

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

***Bid Submission Address and Deadline***

Day / Date: **TUESDAY – February 22, 2011**

Time: **10:30 A.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
Columbia, MO 65201**

Directions: **The Johnson Building is located on the Northeast corner at 6<sup>th</sup> Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

***Bid Opening***

Day / Date: **TUESDAY – February 22, 2011**

Time: **10:30 A.M. Central Time**

Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

***Bid Contents***

- 1.0: Introduction and General Conditions of Bidding**
  - 2.0: Primary Specifications**
  - 3.0: Response Presentation and Review**
  - 4.0: Response Form**
- Standard Terms and Conditions**  
**Work Authorization Certification**  
**“No Bid” Response Form**

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – For the furnishing of **photocopier maintenance for Canon copiers**, for County of Boone – Missouri, as detailed in the following specifications.
- 2.1.1. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidder desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 2.2. **BACKGROUND INFORMATION:** Boone County over the years has purchased several Canon copiers with maintenance. The County has experience problems in the past with vendor(s) automatically escalating our maintenance each year without following our contract. We are seeking a maintenance provider that will be able to handle decentralized billing (to the office/department where the actual copier is located at the County) and that is capable of billing the correct contract maintenance amount each year for the following copiers:

**Location: IV-D (PA) – Child Support Enforcement**, Barbara Morris, 705 E. Walnut St., Columbia, MO 65201. Phone: (573) 886-4126

**Copier:** Canon IR 3030

**Current Copy Count:** 66,935

**Serial #:** MUF08874/C10032390

**Original Purchase Date:** 5/21/08

**Anticipated Copies Per Year:** 25,000

**Location: Assessor** – Jacki Davidson, 801 E. Walnut St., Room 143, Columbia, MO 65201. Phone: (573) 886-4270

**Copier:** Canon IR 5000

**Current Copy Count:** 364,107

**Serial #:** MPL79956/ C10011108

**Original Purchase Date:** 5/24/05

**Anticipated Copies Per Year:** 100,000

2.3. **GENERAL REQUIREMENTS:**

- 2.3.1. **CONTRACT PERIOD** - The initial contract period shall be for fiscal year 2011, ending **December 31, 2011**. The maintenance agreement may be automatically renewed for up to an additional four (4) one-year periods unless canceled by the Purchasing Director in writing. The County may adjust annual copies at renewal time.
- 2.3.2. The Contractor's on-site maintenance shall include preventative maintenance calls and all remedial service calls required by using department and found to be necessary by the service representative to maintain the equipment in optimum operating condition. County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County.
- 2.3.3. Responding bidders must be authorized service representatives for their submitted bid machine make and models. **Bidders should submit a letter of authorization with the bid.**
- 2.3.4. Bidders must guarantee that all parts used are manufacturer approved parts and equipment.
- 2.3.5. **Additional Maintenance and Supply Contract Terms** - The contractor shall be responsible for providing all service and supplies as may be required to maintain the equipment in good working condition. Service/maintenance cost is based on the estimated annual cost for maintenance specified on the pricing page plus any applicable overage charges. Maintenance contracts should be billed annually in January for the period January through December. Any overage shall be billed

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – For the furnishing of **photocopier maintenance for Canon copiers**, for County of Boone – Missouri, as detailed in the following specifications.
- 2.1.1. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidder desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 2.2. **BACKGROUND INFORMATION:** Boone County over the years has purchased several Canon copiers with maintenance from Ikon Office Solutions of Columbia, Missouri. Each year, Ikon automatically escalates our maintenance invoices and bills us the incorrect contracted price. We are seeking a maintenance provider that will be able to handle decentralized billing (to the office/department where the actual copier is located at the County) and that is capable of billing the correct contract maintenance amount each year for the following copiers:

**Location: IV-D (PA) – Child Support Enforcement, Barbara Morris, 705 E. Walnut St., Columbia, MO 65201. Phone: (573) 886-4126**

**Copier: Canon IR 3030**

**Current Copy Count: 66,935**

**Serial #: MUF08874/C10032390**

**Original Purchase Date: 5/21/08**

**Anticipated Copies Per Year: 25,000**

**Location: Assessor – Jacki Davidson, 801 E. Walnut St., Room 143, Columbia, MO 65201. Phone: (573) 886-4270**

**Copier: Canon IR 5000**

**Current Copy Count: 364,107**

**Serial #: MPL79956/ C10011108**

**Original Purchase Date: 5/24/05**

**Anticipated Copies Per Year: 100,000**

2.3. **GENERAL REQUIREMENTS:**

- 2.3.1. **CONTRACT PERIOD** - The initial contract period shall be for fiscal year 2011, ending **December 31, 2011**. The maintenance agreement may be automatically renewed for up to an additional four (4) one-year periods unless canceled by the Purchasing Director in writing. The County may adjust annual copies at renewal time.
- 2.3.2. The Contractor's on-site maintenance shall include preventative maintenance calls and all remedial service calls required by using department and found to be necessary by the service representative to maintain the equipment in optimum operating condition. County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County.
- 2.3.3. Responding bidders must be authorized service representatives for their submitted bid machine make and models. **Bidders should submit a letter of authorization with the bid.**
- 2.3.4. Bidders must guarantee that all parts used are manufacturer approved parts and equipment.
- 2.3.5. **Additional Maintenance and Supply Contract Terms** - The contractor shall be responsible for providing all service and supplies as may be required to maintain the equipment in good working condition. Service/maintenance cost is based on the estimated annual cost for maintenance specified on the pricing page plus any applicable overage charges. Maintenance contracts should be billed annually in January for the period January through December. Any overage shall be billed

in arrears at the end of the fiscal year. If vendors are required to provide an annual cost increase for said service, percentage increases are not acceptable. The anticipated maximum percentage increase must be submitted in the form of a dollar amount for each year. Please feel free to use an additional sheet if enough room is not provided on the *Response Form*.

- 2.3.6. **Service/Supply agreements shall include, but not be limited to, the following:**
- 2.3.6.1. All routine preventive maintenance service calls and/or addition of developer as well as regular inspection service calls. Each regularly scheduled preventive maintenance call shall include a complete inspection, essential cleaning, lubrication, replacement of worn or broken parts, and mechanical adjustments to accommodate for new parts or to compensate for wear.
  - 2.3.6.2. "Special service calls" (service calls made between the regularly scheduled routine preventative maintenance calls and regular inspection service calls) requested by the County.
  - 2.3.6.3. Emergency service calls
  - 2.3.6.4. The Contractor's on-site maintenance shall include all labor, mileage, travel time, and all replacement parts necessary to maintain said equipment in optimum operating condition for service calls listed above to County location of equipment. All replacement parts include but are not limited to: drum, fuser rollers, oil, cleaning blades, toner, parts, labor, travel time and any accessories such as auto document feeder, stapler, sorters, etc.
  - 2.3.6.5. All Supplies, excluding paper and staples, necessary for operation of the equipment including, but not limited to, toner, developer shall be included in the maintenance cost. The County will assume responsibility for installing paper and staples in the copier. The installation of all other supplies will be the responsibility of the contractor. Supplies must be provided in sufficient quantities to prevent down time.
  - 2.3.6.6. The contractor shall have at least one service manager and one service technician duly trained by the manufacturer and authorized in the repair of the items offered for bid. A manufacturer's statement should be included as verification of training.
  - 2.3.7. The Contractor shall agree and understand that the County reserves the right to cancel maintenance on any equipment owned by the County, at no additional cost to the county. Such notification shall be provided, in writing, within thirty (30) days prior to the cancellation date.
  - 2.3.8. Contractor shall provide, with each machine, an on-site service log. This log shall be updated each time service is performed on the machine.
- 2.4. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.4.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
  - 2.4.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal



injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.4.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.4.4. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.4.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.5. **If an inspection of the current copier is required, please contact the County Representative's name listed under paragraph 2.2 as soon as possible.**
- 2.6. **BID/CLARIFICATION CONTACT** - Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201. Telephone: (573) 886-4391; Fax: (573) 886-4390; E-mail: [Mbobbitt@boonecountymo.org](mailto:Mbobbitt@boonecountymo.org).
- 2.7. **Bids will be accepted by U.S. Mail, fax or e-mail. Please fax to (573) 886-4390 or e-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org). Please call (573) 886-4391 to confirm the County's receipt of your quote.** Bids may be mailed to: Boone County Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201.
- 2.8. **BILLING AND PAYMENT** - Payment will be made within 30 days from receipt of a correct statement.

**3. Response Presentation and Review**

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

**4. Response Form - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.**

- 4.1. Company Name: \_\_\_\_\_
- 4.2. Address: \_\_\_\_\_
- 4.3. City/Zip: \_\_\_\_\_
- 4.4. Phone Number: \_\_\_\_\_
- 4.5. Fax Number: \_\_\_\_\_
- 4.6. Federal Tax ID: \_\_\_\_\_

4.7. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, FOB Destination, which has been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

- 4.7.1. Authorized Representative (Sign By Hand):  
\_\_\_\_\_
- 4.7.2. Type or Print Signed Name:  
\_\_\_\_\_
- 4.7.3. Today's Date: \_\_\_\_\_

4.8.	Description	Annual Copies	Annual Maintenance Cost	Overage – Cost Per Copy
4.8.1.	<b>IV-D (PA) – Child Support Enforcement</b>			
4.8.1.1.	IR3030 – fiscal year 2011	25,000	\$	\$
	IR3030 – fiscal year 2012	25,000	\$	\$
	IR3030 – fiscal year 2013	25,000	\$	\$
	IR3030 – fiscal year 2014	25,000	\$	\$
	IR3030 – fiscal year 2015	25,000	\$	\$
4.8.2.	<b>Assessor</b>			
4.8.3.2.	Canon IR 5000 – fiscal year 2011	100,000	\$	\$
	Canon IR 5000 – fiscal year 2012	100,000	\$	\$
	Canon IR 5000 – fiscal year 2013	100,000	\$	\$
	Canon IR 5000 – fiscal year 2014	100,000	\$	\$
	Canon IR 5000 – fiscal year 2015	100,000	\$	\$

[Redacted header box]

4.9. Describe any deviations from bid specifications:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Boone County Purchasing

601 E. Walnut, Room 208  
Columbia, MO 65201

**Melinda Bobbitt, Director**

Phone: (573) 886-4391 - Fax (573) 886-4390

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### *Standard Terms and Conditions*

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

**(Please complete and return with Bid Response)**

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

---

Date



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**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.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

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 *E-Verify Memorandum of Understanding that you completed when enrolling*.** The link for that form is:  
<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

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

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

County of \_\_\_\_\_ )

)ss

State of \_\_\_\_\_ )

My name is \_\_\_\_\_. I am an authorized agent of \_\_\_\_\_ (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.

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
Notary Public

**Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.**





***"No Bid" Response Form***

**Boone County Purchasing**  
601 E. Walnut, Room 208  
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director  
(573) 886-4391 – Fax: (573) 886-4390

**"NO BID RESPONSE FORM"**

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

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

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

**Bid: 03-22FEB11 – Photocopier Maintenance**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for Not Bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AFFIDAVIT OF PARTICIPATION IN WORK AUTHORIZATION PROGRAM AND VERIFICATION OF  
EMPLOYMENT ELIGIBILITY  
PURSUANT TO 285.530.2 RSMo  
(FOR CONTRACTS IN EXCESS OF \$5,000.00)**

County of Cole )  
 State of Missouri )  
 )ss  
 )

Now on this 27th day of September, 20 10 the undersigned, being first duly sworn, hereby makes the following statements under oath:

- I am more than 18 years of age.
- I make this Affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate of LLC office or Human Relations Director of Data Comm, Inc. (name of corporation, LLC, sole proprietorship or partnership).
- I state and affirm that Data Comm, Inc. (name of business entity, same as above) is enrolled and participates in E-Verify, a federal work authorization program or another equivalent electronic verification or work authorization program operated by the U.S. Department of Homeland Security for all employees working in conjunction with the contracted services provided to Boone County Family Resources.
- Further, Data Comm, Inc. (name of business entity, same as above) does not knowingly employ any person that is an unauthorized alien in conjunction with the contracted services.
- Any and all subcontractors working on this contract shall be required to provide a similar affidavit to the contractor or subcontractor at the time the subcontractor is hired.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

Brian D. Ridenhour 27 Sept 10  
 Authorized Agent, Partner, Owner, Officer or Date  
 Human Relations Director  
Brian D. Ridenhour  
 Printed Name

Subscribed and sworn to before me this 29 day of September, 20 10  
Margaret A. Bonds  
 Notary Public

MARGARET A. BONDS expires: 4/21/2013  
 Notary Public-Notary Seal  
 STATE OF MISSOURI  
 Commissioned for Osage County  
 My Commission Expires: 04/21/2013  
 Commission # 09463219

Rev. January 2010

**Section 285.530 Revised Statutes of Missouri**

**Employment of unauthorized aliens prohibited--federal work authorization program, requirements for participation in--liability of contractors and subcontractors.**

285.530. 1. No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

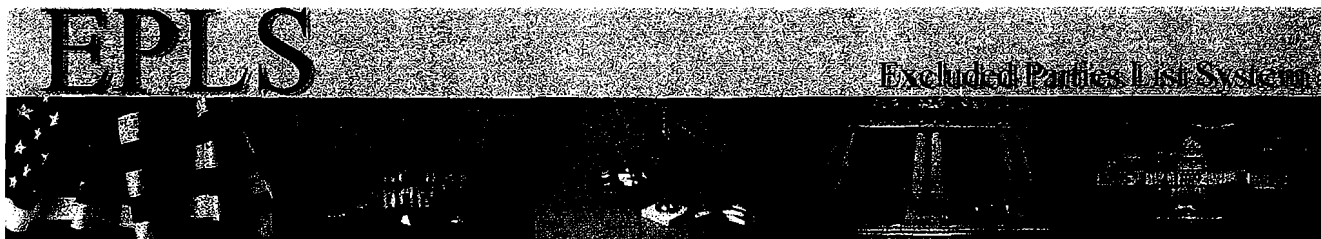
2. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

3. All public employers shall enroll and actively participate in a federal work authorization program.

4. An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section.

5. A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

(L. 2008 H.B. 1549, et al.)  
Effective 1-01-09



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# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the

15<sup>th</sup>

day of

March

20

11

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

Now on this day the County Commission of the County of Boone does hereby award bid MM58-Bituminous Material Term and Supply to the following:

**Vance**

**Primary Supplier:** CRS-2; MC-3000; SS-1; CRS-2P; MC-800; EA-90; EA-90P

**Secondary Supplier:** MC-30; AEP

**Coastal Energy**

**Primary Supplier:** PEP; AEP; MC-30

**Secondary Supplier:** CRS-2; MC-3000; SS-1; MC-800

**Missouri Petroleum**

**Secondary Supplier:** EA-90; EA-90P; CRS-2P

It is further ordered the Presiding Commissioner is hereby authorized to sign said Term and Supply contracts.

Done this 15<sup>th</sup> day of March, 2011.

ATTEST:

*Wendy S. Noren*

Wendy S. Noren  
Clerk of the County Commission

*Edward H. Robb*

Edward H. Robb  
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: March 7, 2011  
RE: MM58 – Bituminous Material – Term and Supply

The Bid for Bituminous Material Term and Supply closed on January 25, 2011. Purchasing and Public Works recommend award by low bid, by line item for the initial contract term.

**Vance**

**Primary Supplier:** CRS-2; MC-3000; SS-1; CRS-2P; MC-800; EA-90; EA-90P

**Secondary Supplier:** MC-30; AEP

**Coastal Energy**

**Primary Supplier:** PEP; AEP, MC-30

**Secondary Supplier:** CRS-2; MC-3000; SS-1; MC-800

**Missouri Petroleum**

**Secondary Supplier:** EA-90; EA-90P; CRS-2P

These Term & Supply contracts will be paid out of department 2040 - PW Maintenance Operations, account number 26400 - Road Oil. \$500,000 is budgeted for 2011.

Attached is a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Chet Dunn, Jane Telander, Elaine Goodwin, Public Works  
Melinda Pope, City of Columbia  
Bid File

**PURCHASE AGREEMENT  
FOR  
BITUMINOUS MATERIAL TERM AND SUPPLY**

**THIS AGREEMENT** dated the 15 day of March 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Missouri Petroleum** 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 **Bituminous Material**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Bituminous Material Term and Supply, bid number **MM58**, Mid-Missouri Public Purchasing Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, as well as the Contractor's bid response executed by Henry Schmitt on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, and this Purchase Agreement shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This initial agreement term shall be for the period **from the contract agreement date written above through June 30, 2011** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by written order of the County for six (6) additional three-month 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. The renewal periods shall be:

July 1, 2011 – September 30, 2011  
October 1, 2011 – December 31, 2011  
January 1, 2012 – March 31, 2012  
April 1, 2012 – June 30, 2012  
July 1, 2012 – September 30, 2012  
October 1, 2012 – December 31, 2012

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County as the **Secondary Contractor for EA-90, EA-90P and CRS-2P**. The items shall 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 Secondary Contractor, **Missouri Petroleum** shall act as the secondary supplier and shall furnish bituminous material listed above for the County if the primary contracted supplier cannot provide an acceptable schedule for the County.

**4. Delivery** - Contractor agrees to deliver the items as specified within 24 – 48 hours after receipt of order.

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

a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

**6. Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remain 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 it is the opinion of the Boone County Commission that delivery of products is 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.

**MISSOURI PETROLEUM**

by Henry W. [Signature]  
 title Vice President  
 address 1620 Woodson Rd  
St Louis Mo 63114

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
[Signature]  
 Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
 County Counselor

ATTEST:

[Signature]  
 Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

[Signature]  
 Signature by ag

3/8/11  
 Date

2040/26400 Term/Supply  
No Encumbrance Required  
 Appropriation Account



**PURCHASE AGREEMENT  
FOR  
BITUMINOUS MATERIAL TERM AND SUPPLY**

**THIS AGREEMENT** dated the 15 day of March 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Vance Brothers Inc.** herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Bituminous Material**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Bituminous Material Term and Supply, bid number **MM58**, Mid-Missouri Public Purchasing Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, as well as the Contractor's bid response executed by Robert Vance on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, and this Purchase Agreement shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This initial agreement term shall be for the period **from the contract agreement date written above through June 30, 2011** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by written order of the County for six (6) additional three-month 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. The renewal periods shall be:

July 1, 2011 – September 30, 2011  
October 1, 2011 – December 31, 2011  
January 1, 2012 – March 31, 2012  
April 1, 2012 – June 30, 2012  
July 1, 2012 – September 30, 2012  
October 1, 2012 – December 31, 2012

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County as the **Primary Contractor: CRS-2, MC-3000, SS-1, CRS-2P, MC-800, EA90, and EA90P**. The Contractor agrees to act as the **Secondary Contractor for MC-30 and AEP**. The items shall 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 Primary Contractor for the items listed above, **Vance Brothers** shall act as the primary supplier and shall furnish all items bid, as needed and as ordered by the County. If proposed delivery schedule is not acceptable for the County, the County will contact and schedule the items and delivery with the secondary contracted supplier. As Secondary Contractor, **Vance Brothers** shall act as the secondary supplier and shall furnish bituminous material listed above for the County if the primary contracted supplier cannot provide an acceptable schedule for the County.

**4. Delivery** - Contractor agrees to deliver the items as specified within 24 hours after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as

additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

**6. Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remain 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 it is the opinion of the Boone County Commission that delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

VANCE BROTHERS INC.

by [Signature]

title Vice President

address 5201 Brighton

Kansas City, MO 64130

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]

Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

[Signature]  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

Signature [Signature]

Date 3/8/11

2040/26400 Term/Supply  
No Encumbrance Required  
Appropriation Account

**PURCHASE AGREEMENT  
FOR  
BITUMINOUS MATERIAL TERM AND SUPPLY**

**THIS AGREEMENT** dated the 15 day of March 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Coastal Energy Corporation** herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Bituminous Material**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Bituminous Material Term and Supply, bid number **MM58**, Mid-Missouri Public Purchasing Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, Chad Odle's e-mail dated February 8, 2011, as well as the Contractor's bid response executed by Chad Odle on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Instructions and General Conditions of Bidding, General Provisions, Specifications for Bituminous Materials, the un-executed Response/Pricing Page, and this Purchase Agreement shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This initial agreement term shall be for the period **from the contract agreement date written above through June 30, 2011** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by written order of the County for six (6) additional three-month 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. The renewal periods shall be:

July 1, 2011 – September 30, 2011  
October 1, 2011 – December 31, 2011  
January 1, 2012 – March 31, 2012  
April 1, 2012 – June 30, 2012  
July 1, 2012 – September 30, 2012  
October 1, 2012 – December 31, 2012

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County as the **Primary Contractor: PEP, AEP, MC-30**. The Contractor agrees to act as the **Secondary Contractor** for **CRS-2, MC-3000, SS-1 and MC-800**. The items shall 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 Primary Contractor for the items listed above, **Coastal Energy Corp** shall act as the primary supplier and shall furnish all items bid, as needed and as ordered by the County. If proposed delivery schedule is not acceptable for the County, the County will contact and schedule the items and delivery with the secondary contracted supplier. As Secondary Contractor, **Coastal Energy Corp** shall act as the secondary supplier and shall furnish bituminous material listed above for the County if the primary contracted supplier cannot provide an acceptable schedule for the County.

**4. Delivery** - Contractor agrees to deliver the items as specified within 24 hours after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The

County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

**6. Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remain 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 it is the opinion of the Boone County Commission that delivery of products is 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.

**COASTAL ENERGY CORPORATION**

by Chad Odle

title Asphalt Rep

address PO Box 218

Willow Springs MO 65793

APPROVED AS TO FORM:

[Signature]  
County Counselor

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
[Signature]  
Edward H. Robb, Presiding Commissioner

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.)

James E. Pitchford  
Signature by ej

3/8/11  
Date

2040/26400 Term/Supply  
No Encumbrance Required  
Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 15<sup>th</sup> day of March 20 11

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

Now on this day the County Commission of the County of Boone does hereby award bid 02-18Feb11 Lien Search and Title Search Services to Archer Title Company L.L.C. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15<sup>th</sup> day of March, 2011.

ATTEST:

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

Edward H. Robb  
Edward H. Robb  
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 208  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Tyson Boldan  
DATE: February 28, 2011  
RE: 02-18FEB11 – Lien Search and Title Search Services

The Bid for Lien Search and Title Search Services Term and Supply closed on February 18, 2011. Three bids were received. Purchasing and the Boone County Collector recommend award to Archer Title Company L.L.C. for offering the lowest and best bid for Boone County.

This is a term and supply contract. Contract will be paid from department 1150 – Collector, Account 84500 – Title Search. \$34,025 is budget in this account for the 2011 Year.

Attached is the Bid Tabulation and a department Memo for your review.

ATT: Bid Tabulation

cc: Patricia Lensmeyer  
Bid File

**02-18FEB11 - Lien Search  
and Title Search Services**

<b>BID TABULATION</b>		<b>True Line Title</b>	<b>Archer Title</b>	<b>Monarch Title</b>
4.7.1.	Cost per Completed Lien Search Provided	<b>\$47.88</b>	<b>\$41.25</b>	<b>\$55.00</b>
	Cost per Completed Lien/Title Search Provided	<b>\$47.88</b>	<b>\$41.25</b>	<b>\$55.00</b>
4.8.	Maximum Percentage Increase for Renewal Periods			
	_____ % 1 <sup>st</sup> Renewal Period	<b>2.50%</b>	<b>4.00%</b>	<b>5.00%</b>
	_____ % 2 <sup>nd</sup> Renewal Period	<b>2.50%</b>	<b>4.00%</b>	<b>5.00%</b>

**PURCHASE AGREEMENT  
FOR  
Lien Search and Title Search Services**

**THIS AGREEMENT** dated the <sup>15</sup>4 day of March 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Archer Title Company L.L.C.**, 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 **Lien Search and Title Search Services Term & Supply**, bid number **02-18FEB11**, any applicable addenda, the unexecuted Bid Form, as well as the Contractor's bid response dated **February 15, 2011** and executed by **Kaleb Howard** on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid, the unexecuted Bid Form, the Terms and Conditions, and applicable Addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on **April 1, 2011 and extend through March 31, 2012** 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 furnish all Lien and Title Searches as responded to in the Contractor's Bid Response.

**4. Billing and Payment** - All billing shall be invoiced to the **Boone County Collector's Office** and 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 invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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


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



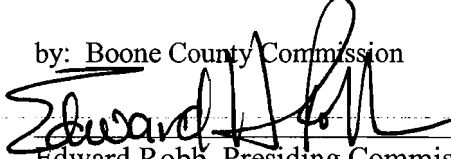
- 7. Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
  - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products/services are delayed or products/services 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.

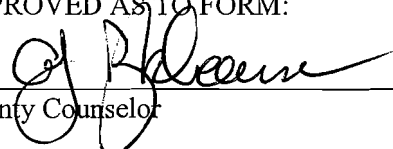
**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

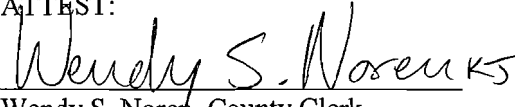
**ARCHER TITLE COMPANY L.L.C.**

by   
 title President  
 address 19 S. 4th St.  
Columbia, Mo 65201

**BOONE COUNTY, MISSOURI**

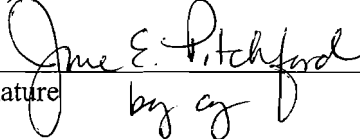
by: Boone County Commission  
  
 Edward Robb, Presiding Commissioner

APPROVED AS TO FORM:  
  
 County Counselor

ATTEST:  
  
 Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

	3/9/11	1150/84500 Term & Supply
Signature <u>by</u>	Date	Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 15<sup>th</sup> day of March 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the Amendment # 1 to 62-08Nov05 Records Storage and Management with Subtera LLC to add microfilm storage for the Boone County Recorder. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

Done this 15<sup>th</sup> day of March, 2011.

ATTEST:

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

Edward H. Robb  
Edward H. Robb  
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: January 4, 2011  
RE: 62-08NOV05 – Records Storage and Management

Contract 62-08NOV05 – Records Storage and Management was approved by commission for award to Underground Records Management / Subtera LLC on January 10, 2006, commission order 11-2006. This amendment adds microfilm storage for the Boone County Recorder.

Recorder Office invoices from this Amendment will be paid from department 2800 – Storage and Preservation, account 71100 – Outside Services.

cc: Bettie Johnson, Recorder  
Bid File

**CONTRACT AMENDMENT NUMBER ONE  
PURCHASE AGREEMENT FOR  
RECORDS STORAGE AND MANAGEMENT**

The Agreement **62-08NOV05** dated January 10, 2006 made by and between Boone County, Missouri and Underground Records Management / Subtera LLC for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **Add to contract the following work detailed below and on attached e-mail quote for the Boone County Recorder Office:**


<u><b>Decription</b></u>	<u><b>Price</b></u>
<u><b>Microfilm stored in the media vault:</b></u>	
Storage of Microfilm in Media Vault odd size boxes	\$0.55/each/month
<u><b>Storage outside media vault:</b></u>	
Storage of odd size boxes (paper)	\$0.35/each/month
Storage of (6) metal aperture card cabinets	\$10.00 for (6) cabinets on (1) pallet per month
<u><b>Cost of Services for storage in media vault or outside media vault</b></u>	
Costs to pick up the cabinets and boxes located in Boone County Recorder's office (current and future)	\$15.00 roundtrip fee per trip + \$1.00 per item for handling (loading and unloading)
Initial add box into vendor's database	\$1.60 each (one time fee)
Cost to pull a box or designated drawer of the cabinets	\$1.95 each per pull
Cost to re-file a box or designated drawer of the cabinets	\$1.95 each per pull
Access requirements by authorized personnel	
A security form is completed by the Boone County Recorder, and Contractor will only allow access to those listed on that security form.	

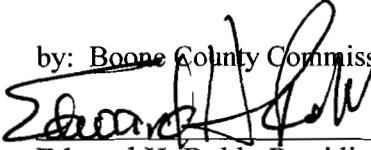
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**UNDERGROUND RECORDS MANAGEMENT  
SUBTERA LLC**

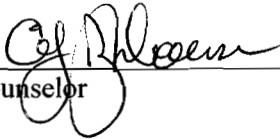
**BOONE COUNTY, MISSOURI**

by   
title General Manager

by: Boone County Commission  
  
Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:

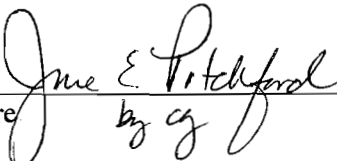

ATTEST:

  
County Counselor

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

3/9/11  
Date

County-Wide Term and Supply  
No Encumbrances Required  
Appropriation Account

**Melinda Bobbitt - RE: Records Storage for Boone County**

---

**From:** June Seboldt <jseboldt@urmмо.com>  
**To:** Bob Cathey <bcathey@urmмо.com>, "BJOHNSON@BOONECOUNTYMO.ORG" <BJOHNSON@BOONECOUNTYMO.ORG>  
**Date:** 2/24/2011 9:45 AM  
**Subject:** RE: Records Storage for Boone County  
**CC:** Brian Smith <bsmith@urmмо.com>

---

Morning Betty-

Here are the prices we talked about yesterday.

Vault Storage for odd size boxes	.55 each/mo
Storage for odd size boxes	.35 each/mo
Initial add for boxes	1.60 each (one time fee)
Pull a box	1.95 each per pull
Re-file a box	1.95 each per refile

The Pull and Re-file fee only applies if you request a box to be pulled off the shelf and then re-filed.

***June Seboldt***

Account Specialist

**Underground Records Management**

2604 N Stadium Blvd  
Columbia, MO 65202  
573.446.1940  
[jseboldt@conagg-mo.com](mailto:jseboldt@conagg-mo.com)  
[www.urmmo.com](http://www.urmmo.com)

**From:** Bob Cathey  
**Sent:** Wednesday, February 23, 2011 1:21 PM  
**To:** Melinda Bobbitt

**Cc:** June Seboldt; Brian Smith  
**Subject:** RE: Records Storage for Boone County

Melinda,  
 Please take a look at the below answers to your questions in red.

I hope this helps,

**Robert D Cathey II**  
 Manager  
**Underground Records Management / Subtera LLC**  
 2604 N Stadium Blvd  
 Columbia, Mo 65202  
 537-446-1940

>>> Melinda Bobbitt 2/22/2011 4:12 PM >>>  
 Dear Mr. Cathy:

Attached is our current contract with Underground Records Management for Records Storage. Based on our current contract, could you please tell me how much it would be for our Boone County Recorder to store the following:

26 boxes 14x14x16 inches	47.32 sf-.35 each/mo (odd size rack)
1 box 17x14x13	1.79 sf-.35 each/mo (odd size rack)
1 box 18x12x9	1.37 sf-.35 each/mo (odd size rack)
1 box 22x24x10	1.52 sf-.35 each/mo (odd size rack)
3 boxes 25x16x11	2.54 sf-.35 each/mo (odd size rack)
6 metal aperture card cabinets 19x29x40	76.38 sf- will store all 6 on 1 pallet for 10.00/Month
	<hr/> 130.92 sf

To be added annually approximately:  
 6 boxes 14x14x16 10.92 sf

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@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org)

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the

15<sup>th</sup>

day of March

20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to cover legal fees incurred due to issues with EPA requirements on Stormwater. This revision closes the budget year of FY2010 on this matter:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2045	86800	Public Works D&C	Emergency	28,546.00	
2046	71105	Stormwater Admin	Legal Services		28,546.00

Done this 15<sup>th</sup> day of March, 2011.

ATTEST:

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

Edward H. Robb

Edward H. Robb  
Presiding Commissioner

Karen M. Miller

Karen M. Miller  
District I Commissioner

Absent

Skip Elkin  
District II Commissioner



# REQUEST FOR BUDGET REVISION

## BOONE COUNTY, MISSOURI

**RECEIVED**

12/31/10  
~~3/3/11~~

**EFFECTIVE DATE**

MAR - 3 2011

**FOR AUDITORS USE**

Department					Account					BOONE COUNTY AUDITOR		Department Name		Account Name		(Use whole \$ amounts)	
																Transfer From	Transfer To
														Decrease	Increase		
2	0	4	5		8	6	8	0	0	Public Works D&C	Emergency	\$28546.00					
2	0	4	6		7	1	1	0	5	Stormwater Admin	Legal Services			\$28546.00			

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): **This budget revision is required to cover legal fees incurred due to issues with EPA requirements on Stormwater. This revision closes the budget year of FY2010 on this matter. The budgetary impact for future years is that another revision will be required for FY2011 as neither case has been resolved, and could potentially go beyond 2011 if the matter actually goes to court.**

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

  
Requesting Official

To: County Clerk's Office  
Comm Order # 105-2011  
Return to Auditor's Office  
Please do not remove staple.


**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

*Commission Agenda*

  
Auditor's Office

  
PRESIDING COMMISSIONER

  
DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

## Kelle Westcott - Budget Revision needed

---

**From:** Caryn Ginter  
**To:** Kelle Westcott; Stan Shawver  
**Date:** 3/2/2011 4:27 PM  
**Subject:** Budget Revision needed  
**Attachments:**

---

Hi Stan/Kelle,

Attached is a copy of the journal entry for Lathrop & Gage legal fees relating to stormwater for 2010. A budget revision needs to be prepared to move funds to account 2046-71105 (legal services). I'm not sure where you want to take the funds from. There aren't enough unspent funds in 2046 to cover the cost. You could use the emergency appropriation in 2045 if you feel that is best.

ABSD

Please let me know if you have any questions.

Thanks,  
Caryn

**REQUEST FOR JOURNAL ENTRY**  
**BOONE COUNTY, MISSOURI**

COPY

12/31/2010

**DATE**

**FOR AUDITORS USE**

Fund			Department				Account					Fund/Department Name and Account Name	Debit	Credit
			2	0	4	6	7	1	1	0	5	Stormwater Administration/Legal Serv	28545.51	
			1	1	2	6	7	1	1	0	5	GF/Legal Services		28545.51
2	0	4					0	2	3	1	0	Road & Bridge Fund/Due to Oth Fund		28545.51
1	0	0					0	1	2	8	5	GF/Due from other Funds	28545.51	

**Explanation:** reclassify 2010 legal fees related to stormwater permit work and Hinkson Creek TMDL from General Fund to Road & Bridge Fund

  
 \_\_\_\_\_  
 Requesting Official

\_\_\_\_\_  
 Auditor Approval

**From:** June Pitchford  
**To:** CJ Dykhouse  
**CC:** Caryn Ginter; Kristen Pettit; Meta Kanago  
**Date:** 2/23/2011 9:15 AM  
**Subject:** Re: Lathrop & Gage Legal Fees-- confirm decision regarding funding source for payment

CJ,  
I've responded in Red below and cc'd my staff.  
Thanks,  
June

>>> CJ Dykhouse 2/22/2011 5:02 PM >>>  
June,

Good afternoon. For convenience, I've included my comments within your earlier message in contrasting color below:

CJ Dykhouse  
County Counselor  
Boone County, Missouri  
601 E. Walnut, Ste. 207  
Columbia, Missouri 65201  
573-886-4414

15,519.00 +  
1,520.93 +  
7,248.00 +  
461.50 +  
3,796.00 +  
28,546.51 +

PRIVILEGED AND CONFIDENTIAL

This e-mail contains CONFIDENTIAL INFORMATION which may also be LEGALLY PRIVILEGED INFORMATION which is intended only for the use of the individual or entity named above. If the reader of this e-mail is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby on notice that you are in possession of confidential and privileged information. Any dissemination, distribution or copying of this e-mail is strictly prohibited and may be unlawful.

>>> June Pitchford 2/22/2011 2:50 PM >>>  
CJ,

Just want to confirm my understanding from Friday's meeting with the Commission:

Invoices previously processed and paid from County Counselor's budget in FY 2010: will be charged to R&B fund by way of correcting Journal Entry.

Agreed. It was discussed that all of the general stormwater permit work was appropriately classified as a R&B expense. In FY2010, the amount paid for that work totaled \$15,519.00. There is \$1,982.43 in additional, pending invoices for that work (12/7/2010 invoice for \$1,520.93 and 1/13/2011 invoice for \$461.50).

It was also discussed that for FY2010, all of the work relating to the Hinkson TMDL could be paid from R&B. That included \$11,044.08 of pending invoices (12/7/2010 invoice for \$7,248.00 and 1/13/2011 for \$3,796.08).

Kristen will prepare the correcting J/E, using this e-mail as approval from you and Resource Management in lieu of gathering signatures. She'll coordinate with Caryn (who handles the R&B fund budgets) and provide copies of the correcting J/E to both offices. Caryn will coordinate the budget revision for the Road and Bridge Fund.

2010 Pending invoices: will be charged to the R&B fund.

2046-71105

Agreed (with the details as set out above). I'm not sure about how to advance this logistically, and I would very much appreciate some direction. I have the invoices. We had discussed Resource Management making up the payment requisition after I reviewed the legal bills, but that was when we were discussing a new approach for 100% of these types of charges going forward. I'm not sure how best to advance this now. Your thoughts?

To expedite payment in this current situation and to be as consistent as possible, let's have you create a Payment Request coding it to your budget as you have done with previous payments and Kristen will include it in the correcting J/E. After the Commission establishes a cost allocation policy, we will need to determine the appropriate routing/approval process.

2011 Pending invoice(s) will be charged to the County Counselor's budget in order to facilitate timely payment to the vendor. The Commission will determine an appropriate cost-share allocation between R&B Fund and General Fund to be applied to 2011 legal expenses going forward. Once determined, we will apportion the FY 2011 invoices accordingly.

Agreed. I have one pending invoice dated February 7, 2011, for Hinkson TMDL work totaling \$3,772.69. I will process that by a payment requisition from my office (Department 1126) as against the general fund appropriation for outside counsel services. I will annotate the payment requisition in the notes section that the invoice is being processed from Department 1126, Account 71105, with payment from General Revenue sources until such time as the Commission determines the appropriate allocation formula as between GR and R&B funds.

Do you agree with that approach? Yes; we'll prepare and post a correcting J/E at that time.

Thanks for getting the ball rolling on this issue, June, and I'll stand by to hear from you on (1) how to process the pending invoices from 2010 and (2) if you agree with my approach to the 2011 pending invoice for the Hinkson TMDL work.

Thank you, June!

CJ

Year <u>2010</u>	Original Appropriation	<u>15,000.00</u>
Dept <u>1126 COUNTY COUNSELOR OFFICE</u>	Revisions	
Acct <u>71105 LEGAL SERVICES</u>	Original + Revisions	<u>15,000.00</u>
Fund <u>100 GENERAL FUND</u>	Expenditures	<u>15,779.00</u>
	Encumbrances	
Class/Account <u>A ACCOUNT</u>	Actual To Date	<u>15,779.00</u>
Account Type <u>E EXPENSE</u>	Remaining Balance	<u>779.00-</u>
Normal Balance <u>D DEBIT</u>	Shadow Balance	<u>779.00-</u>

Transaction Code	Effective Date	Description	Process Date	Orig Document	Amount
50 10	8/25/2010	LATHROP & GAGE	2010	5271	739.33
50 10	9/27/2010	LATHROP & GAGE	2010	6000	111.83
50 10	10/28/2010	LATHROP & GAGE	2010	6666	330.00
50 10	11/04/2010	RECORDER OF DEEDS OF BOONE COU	2010	6794	10.00
50 10	12/09/2010	LATHROP & GAGE	2010	8064	5,765.40

Bottom

F2=Key Scr    F3=Exit    F6=Period Breakdowns    F7=Transactions    F8=View Document

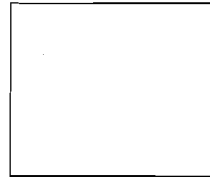
2,164.94 +  
 2,492.29 +  
 190.00 +  
 216.44 +  
 284.94 +  
 3,223.83 +  
 739.33 +  
 111.83 +  
 330.00 +  
 5,765.40 +  
 15,519.00

Year <u>2010</u>	Original Appropriation	<u>15,000.00</u>
Dept <u>1126 COUNTY COUNSELOR OFFICE</u>	Revisions	
Acct <u>71105 LEGAL SERVICES</u>	Original + Revisions	<u>15,000.00</u>
Fund <u>100 GENERAL FUND</u>	Expenditures	<u>15,779.00</u>
	Encumbrances	
Class/Account <u>A ACCOUNT</u>	Actual To Date	<u>15,779.00</u>
Account Type <u>E EXPENSE</u>	Remaining Balance	<u>779.00-</u>
Normal Balance <u>D DEBIT</u>	Shadow Balance	<u>779.00-</u>

Transaction Code	Effective Date	Description	Process Date	Orig Document	Amount
22	1/01/2010	***** ORIGINAL BUDGET *****	2010	145	15,000.00-
50 10	3/01/2010	LATHROP & GAGE	2010	876	2,164.94
50 10	3/22/2010	LATHROP & GAGE	2010	1290	2,492.29
50 10	3/22/2010	LAW OFFICE OF CULLEN CLINE	2010	1289	250.00
50 10	4/20/2010	LATHROP & GAGE	2010	2334	190.00
50 10	5/25/2010	LATHROP & GAGE	2010	3035	216.44
50 10	6/17/2010	LATHROP & GAGE	2010	3549	284.94
50 10	7/20/2010	LATHROP & GAGE	2010	4074	3,223.83
					More...

F2=Key Scr F3=Exit F6=Period Breakdowns F7=Transactions F8=View Document

# PAYMENT REQUISITION BOONE COUNTY, MISSOURI



12/31/2010  
REQUISITION  
DATE

12/07/2010  
VENDOR  
DUE DATE

TRANS: 2010 005117

Check Routing Instructions

010918  
VENDOR  
NO.

LATHROP & GAGE  
VENDOR NAME

PROF SVCS  
BID NUMBER

Notes: INVOICE RELATES TO PENDING 2010 BUDGET REVISION --  
2010 WORK ON GEN. STORMWATER PERMIT TO BE PAID  
FROM ROAD & BRIDGE  
\* = ABNORMAL BALANCE

RECEIVED

FEB 28 2011

BOONE COUNTY AUDITOR

Fund / Dept	Account	Invoice Number	Customer Account Number	Amount
* 1126	71105	1397737	CLIENT 052961, MATTER 482519	1520.93
GRAND TOTAL :				1520.93

I certify that the goods, services or charges above specified are necessary for the use of the department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Prepared By

\_\_\_\_\_  
County Commission Approval

\_\_\_\_\_  
Auditor Approval



# LATHROP & GAGE LLP

DAVID A. SHORR  
DIRECT LINE: 573.761.5005  
EMAIL: DSHORR@LATHROPGAGE.COM  
WWW.LATHROPGAGE.COM

314 E. HIGH STREET  
JEFFERSON CITY, MISSOURI 65101  
PHONE: 573.893.4336  
FAX: 573.893.5398

RECEIVED DEC 13 2010

December 9, 2010

Ken Pearson, Presiding Commissioner  
Boone County, Missouri  
Boone County Commission  
801 East Walnut, Room 245  
Columbia, MO 65201-7732

Re: Appeal of General Storm Water Permit, Matter No. 482519

Dear Mr. Pearson:

Enclosed please find our statement for services rendered through November 30, 2010, with regard to the appeal of the general storm water permit.

As requested by the parties, the bill is for the total so you can see the complete expenditures on behalf of all three parties. Consistent with the agreement, each party is responsible for one-third of the total or \$1,520.93.

If you have any questions, please feel free to contact me.

We appreciate the opportunity to be of service to you. Best wishes for the holiday season and the coming New Year.

Very truly yours,

LATHROP & GAGE LLP

By:

  
David A. Shorr

DAS/jf  
Enclosure

12/14/2010  
CJ  
Please review.  
Thompson

CALIFORNIA

COLORADO

ILLINOIS

KANSAS

MISSOURI

NEW YORK

SUITE 2200  
2345 GRAND BOULEVARD  
KANSAS CITY, MISSOURI 64108-2618  
816-292-2000, FAX 816-292-2001

# LATHROP & GAGE<sub>LLP</sub>

FEDERAL I.D. No. 43-0948710

Boone County, Missouri  
Boone County Government Center  
801 East Walnut Street, Room 245  
Columbia, MO 65201-7733

December 7, 2010  
Client No.: 052961  
Matter No.: 482519  
Invoice No.: 1397737

Ken Pearson, Presiding Commissioner

Professional services rendered and costs incurred through November 30, 2010:

Re: Appeal of General Storm Water Permit

Due For Services:	\$ 4,557.00
Due For Costs:	\$ <u>5.81</u>
Total this invoice:	\$ 4,562.81
TOTAL DUE (1/3)	\$ <u>1,520.93</u>

2345 Grand Boulevard  
Kansas City, Missouri 64108-2618  
816-292-2000, Fax 816-292-2001

# LATHROP & GAGE LLP

FEDERAL I.D. 43-0948710

Boone County, Missouri  
City of Columbia, Missouri  
University of Missouri

December 7, 2010

Client No. 052961  
Matter No. 0482519  
Invoice No. 1397737

Page 1

Professional services rendered through December 6, 2010:

Re: Appeal of General Storm Water Permit

Date	Timekeeper	Description	Hours
11/02/10	ADD	Telephone conference with T. Duggan regarding settlement terms and cost of site specific permit issuance.	0.80
11/02/10	JST	Work on settlement.	0.30
11/02/10	DAS	Communication regarding public relations issues.	0.40
11/02/10	ADD	Revise and draft settlement agreement consistent with discussion with T. Duggan.	3.60
11/02/10	ADD	Correspond with G. Bowman regarding press statements related to MS4 settlement.	0.60
11/02/10	ADD	Draft press points for Columbia Business Times.	1.20
11/03/10	ADD	Revise and finalize draft settlement agreement.	1.90
11/04/10	JST	Work on drafting settlement agreement and circulate.	3.00
11/04/10	JST	Meet with A. Davenport and T. Duggan to work on settlement terms and documents.	0.20
11/04/10	JST	Revise settlement agreement and circulate.	0.20
11/04/10	ADD	Telephone conference with T. Duggan to discuss the response of the Attorney General's Office to proposed settlement agreement.	0.60
11/04/10	ADD	Analyze Chapter 644 permit fee provisions to determine appropriate fee amount to incorporate into settlement agreement.	0.50
11/08/10	JST	Draft consent motion to continue.	0.30
11/08/10	JST	Review order from the Administrative Hearing Commission.	0.10
11/10/10	JST	Review and analyze revisions to permit and settlement proffered by the Department of Natural Resources.	0.40

2345 Grand Boulevard  
 Kansas City, Missouri 64108-2618  
 816-292-2000, Fax 816-292-2001

# LATHROP & GAGE LLP

FEDERAL I.D. 43-0948710

Boone County, Missouri  
 City of Columbia, Missouri  
 University of Missouri

December 7, 2010  
 Client No. 052961  
 Matter No. 0482519  
 Invoice No. 1397737

Page 2

Date	Timekeeper	Description	Hours
11/17/10	ADD	Review correspondence from T. Duggan regarding proposed changes to draft settlement agreement.	0.40
11/17/10	ADD	Revise draft settlement agreement in response.	0.80
11/24/10	JST	Conference with A. Davenport regarding response to the Department of Natural Resources' proposed changes to settlement and permit.	0.10
11/24/10	JST	Draft correspondence to T. Duggan regarding settlement response.	0.10
11/29/10	JST	Correspond with T. Duggan regarding settlement.	0.10
11/30/10	ADD	Correspond with T. Duggan regarding timing of public notice of permit.	0.30
11/30/10	JST	Communicate with T. Duggan regarding settlement.	0.10
11/30/10	JST	Review revisions to settlement agreement.	0.20
11/30/10	ADD	Draft correspondence to permit holders regarding the same.	0.40
11/30/10	ADD	Analyze draft permit to ensure consistency with agreement in principle.	0.60
11/30/10	ADD	Analyze revised settlement agreement sent by T. Duggan to ensure consistency with agreement in principle.	0.80
12/02/10	JST	Work on finalizing settlement agreement.	0.20

Total Hours: 18.20

Due For Services: \$ 4,557.00

Timekeeper	Hours	Rate	Amount
Aimee D. Davenport	12.50	225.00	2,812.50
David A. Shorr	0.40	320.00	128.00
Jennifer S. Tucker	5.30	305.00	1,616.50

2345 Grand Boulevard  
Kansas City, Missouri 64108-2618  
816-292-2000, Fax 816-292-2001

# LATHROP & GAGE LLP

FEDERAL I.D. 43-0948710

Boone County, Missouri  
City of Columbia, Missouri  
University of Missouri

December 7, 2010  
Client No. 052961  
Matter No. 0482519  
Invoice No. 1397737

Page 3

\$ 4,557.00

Costs incurred through December 6, 2010:

<u>Description</u>		<u>Amount</u>
Other Expenses - Soundpath Legal Conferencing Aimee Davenport	10/22/10	<u>5.81</u>
Due For Costs:		\$ 5.81

TOTAL THIS INVOICE: \$ 4,562.81

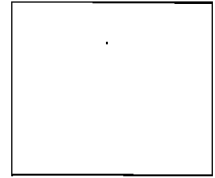
Due from Boone County, Missouri	\$ 1,520.93
Due from City of Columbia, Missouri	\$ 1,520.93
Due from University of Missouri	\$ 1,520.93

# PAYMENT REQUISITION BOONE COUNTY, MISSOURI

12/31/2010  
REQUISITION  
DATE

12/07/2010  
VENDOR  
DUE DATE

TRANS: 2010 005121



Check Routing Instructions

010918  
VENDOR  
NO.

LATHROP & GAGE  
VENDOR NAME

PROF SVCS  
BID NUMBER

RECEIVED

FEB 28 2011

BOONE COUNTY AUDITOR

Notes: INVOICE RELATES TO PENDING 2010 BUDGET REVISION --  
2010 WORK ON TMDL IS TO BE PAID FROM ROAD &  
BRIDGE

\* = ABNORMAL BALANCE

Fund / Dept	Account	Invoice Number	Customer Account Number	Amount
* 1126	71105	1396653	CLIENT 51884, MATTER 506594	7248.00
GRAND TOTAL :				7248.00

I certify that the goods, services or charges above specified are necessary for the use of the department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Prepared By

\_\_\_\_\_  
County Commission Approval

\_\_\_\_\_  
Auditor Approval

# LATHROP & GAGE<sub>LLP</sub>

DAVID A. SHORR  
DIRECT LINE: 573.761.5005  
EMAIL: DSHORR@LATHROPGAGE.COM  
WWW.LATHROPGAGE.COM

314 E. HIGH STREET  
JEFFERSON CITY, MISSOURI 65101  
PHONE: 573.893.4336  
FAX: 573.893.5398

RECEIVED DEC 13 2010

December 9, 2010

Ken Pearson, Presiding Commissioner  
The County of Boone  
Boone County Government Center  
801 East Walnut Street, Room 245  
Columbia, MO 65201-7733

Re: USEPA Hinkson Creek TMDL, Matter No. 506594

Dear Mr. Pearson:

Enclosed please find our statement for services rendered through November 30, 2010, with regard to the above matter.

As requested by the parties, the bill is for the total so you can see the complete expenditures on behalf of all three parties. Consistent with the agreement, each party is responsible for one-third of the total or \$7,248.00.

If you have any questions, please feel free to contact me.

We appreciate the opportunity to be of service to you. Best wishes for the holiday season and the coming New Year.

Very truly yours,

LATHROP & GAGE<sub>LLP</sub>

By:

  
David A. Shorr

DAS/jf  
Enclosure

12/14/2010

CJ

Please Review  
Mandel  
K

CALIFORNIA

COLORADO

ILLINOIS

KANSAS

MISSOURI

NEW YORK

SUITE 2200  
2345 GRAND BOULEVARD  
KANSAS CITY, MISSOURI 64108-2618  
816-292-2000, FAX 816-292-2001

# LATHROP & GAGE<sub>LLP</sub>

FEDERAL I.D. No. 43-0948710

The County of Boone  
Boone County Government Center  
801 East Walnut Street, Room 245  
Columbia, MO 65201-7733

December 7, 2010  
Client No.: 51884  
Matter No.: 506594  
Invoice No.: 1396653

Ken Pearson, Presiding Commissioner

Professional services rendered and costs incurred through November 30, 2010:

Re: USEPA Hinkson Creek TMDL

Due For Services:	\$ 21,744.00
Due For Costs:	\$ <u>0.00</u>
Total This Invoice:	\$ <u>21,744.00</u>
TOTAL DUE (1/3)	\$ <u>7,248.00</u>



2345 Grand Boulevard  
Kansas City, Missouri 64108-2618  
816-292-2000, Fax 816-292-2001

# LATHROP & GAGE<sup>LLP</sup>

FEDERAL I.D. 43-0948710

City of Columbia, Missouri  
County of Boone, Missouri  
University of Missouri

December 7, 2010  
Client No. 051884  
Matter No. 0506594  
Invoice No. 1397753

Page 1

Professional services rendered through November 30, 2010:

Re: USEPA Hinkson Creek TMDL

Date	Timekeeper	Description	Hours
11/02/10	DAS	Communication with G, Marble in Congressman Luetkemeyer's office.	0.40
11/10/10	ADD	Draft discussion points for upcoming meeting.	1.20
11/10/10	ADD	Meeting with D. Shorr to develop joint recommendation regarding potential challenges to EPA TMDL.	0.60
11/11/10	DAS	Review TMDL.	1.20
11/11/10	ADD	Analyze federal Administrative Procedure Act (APA) to determine potential claims if fails to modify Hinkson Creek TMDL based on comments in the record.	2.30
11/11/10	DAS	Prepare for meeting.	0.60
11/11/10	DAS	General meeting on TMDL.	1.40
11/11/10	ADD	Analyze Missouri APA to determine any potential state claims.	1.10
11/11/10	ADD	Draft recommendation accordingly to deliver at upcoming meeting with all permit holders.	1.90
11/11/10	ADD	Analyze federal case law to determine applicable standards of review and instances where federal TMDL has been overturned due to lack of empirical data in the record.	0.80
11/11/10	ADD	Draft strategy outline for upcoming meeting based on research findings.	1.10
11/12/10	ADD	Analyze draft TMDL and previous comments submitted by Boone County in preparation for meeting with all parties.	1.90
11/12/10	DAS	Pre-meeting.	0.60
11/12/10	DAS	Meeting with elected officials.	1.80
11/12/10	ADD	Meet with all clients to develop strategy moving forward.	1.60

2345 Grand Boulevard  
Kansas City, Missouri 64108-2618  
816-292-2000, Fax 816-292-2001

# LATHROP & GAGE<sup>LLP</sup>

FEDERAL I.D. 43-0948710

City of Columbia, Missouri  
County of Boone, Missouri  
University of Missouri

December 7, 2010

Client No. 051884  
Matter No. 0506594  
Invoice No. 1397753

Page 2

Date	Timekeeper	Description	Hours
11/12/10	ADD	Conference with D. Shorr to outline recommendation and arguments challenging EPA TMDL.	0.80
11/15/10	ADD	Analyze Federal APA TMDL litigation to prepare comments to EPA.	0.40
11/15/10	ADD	Begin drafting comment letter to EPA regarding Hinkson TMDL.	3.20
11/16/10	ADD	Continue drafting comments for EPA Hinkson TMDL.	1.40
11/17/10	DAS	Meeting with staff principals on comment letter.	2.00
11/17/10	DAS	Prepare talking points for Mayor McDavid.	0.80
11/17/10	ADD	Analyze draft TMDL in preparation for meeting with permit holders.	1.80
11/17/10	ADD	Meet with permit holders to develop strategy and substance of forthcoming comments to EPA.	2.40
11/18/10	ADD	Analyze all prior comments submitted by permit holders and stakeholders to the Department of Natural Resources regarding state-issued TMDL.	0.70
11/18/10	ADD	Analyze 2001 consent decree between EPA and American Canoe Association et. al. to determine agency's flexibility in delisting or reprioritizing issuance of TMDL for the Hinkson Creek.	0.90
11/18/10	ADD	Draft comments to EPA regarding TMDL for the Hinkson Creek, agency failure to heed comments in the Department of Natural Resources' records, and agency's failure to account for contributions from other MS4 permit holders.	3.60
11/19/10	DAS	Meeting on Hinkson.	1.40
11/19/10	DAS	Public relations with Columbia Business Times.	0.60
11/22/10	ADD	Analyze federal statutes regarding EPA's TMDL authority to formulate legal challenge regarding EPA's listing of Hinkson Creek for unknown pollutants.	1.50

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Kansas City, Missouri 64108-2618  
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# LATHROP & GAGE<sup>LLP</sup>

FEDERAL I.D. 43-0948710

City of Columbia, Missouri  
County of Boone, Missouri  
University of Missouri

December 7, 2010  
Client No. 051884  
Matter No. 0506594  
Invoice No. 1397753

Page 3

Date	Timekeeper	Description	Hours
11/22/10	ADD	Review suggested TMDL comments and list of Hinkson watershed activities from City of Columbia and University of Missouri.	2.20
11/22/10	ADD	Revise suggested comments where necessary to maintain consistency with legal position.	1.10
11/22/10	ADD	Draft additional comments regarding agency's lack of authority to regulate flow under Clean Water Act.	1.60
11/23/10	DAS	Discuss game plan strategy on comment letter with A. Davenport.	0.40
11/23/10	ADD	Analyze federal regulations regarding EPA's procedure in developing total maximum daily loads, public comment process, ability to list waters for unknown pollutants, and regulate flow through TMDL process.	2.10
11/23/10	ADD	Draft legal arguments to include in comment letter.	3.10
11/23/10	ADD	Draft comments to EPA regarding scope of agency's authority under Clean Water Act.	3.50
11/24/10	ADD	Correspond with permit holders regarding TMDL strategy moving forward and necessary next steps.	0.50
11/24/10	ADD	Analyze EPA TMDL for the Hinkson Creek.	1.40
11/24/10	ADD	Draft Hinkson Creek comment letter to US EPA, focusing on issues in EPA assumptions for flow and volume and need for clarification regarding the same.	3.40
11/26/10	ADD	Work on draft Hinkson Creek TMDL Comment letter to EPA, focusing on sections regarding flawed conclusions underlying biological impairment and consequences of flow reduction.	6.60
11/27/10	ADD	Research federal APA to determine timeframe to file petition once TMDL is issued.	0.60
11/27/10	ADD	Revise Hinkson TMDL comments based on suggestions from D. Shorr.	1.60
11/27/10	ADD	Draft correspondence to permit holders with comments to date and recommended path forward.	0.60

2345 Grand Boulevard  
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# LATHROP & GAGELL

FEDERAL I.D. 43-0948710

City of Columbia, Missouri  
County of Boone, Missouri  
University of Missouri

December 7, 2010

Client No. 051884  
Matter No. 0506594  
Invoice No. 1397753

Page 4

Date	Timekeeper	Description	Hours
11/28/10	DAS	Review first draft of comment letter.	0.90
11/28/10	DAS	Telephone conference with A. Davenport.	0.20
11/29/10	ADD	Telephone conference with T. Stober at Geosyntec regarding content of revised comments and need for updated technical comment letter.	0.50
11/29/10	ADD	Telephone conference with D. Shorr regarding his proposed revisions to Hinkson Creek comment letter.	0.40
11/29/10	ADD	Analyze EPA guidance regarding phased TMDLs.	0.60
11/29/10	ADD	Draft comments supporting claim that Hinkson TMDL is inconsistent with EPA guidance.	2.70
11/30/10	ADD	Telephone conference with J. Glascock and S. Hunt regarding Hinkson Creek comment letter to EPA and additional revisions.	0.50
11/30/10	DAS	Telephone conference with J. Glascock and S. Hunt.	0.70
11/30/10	DAS	Review documents.	0.80
11/30/10	DAS	Meeting with S. Owens and P. Hoskins.	1.10
11/30/10	DAS	Telephone conference with technical staff to edit document.	0.40
11/30/10	DAS	Edit comment letter with meeting comments.	1.20
11/30/10	ADD	Telephone conference with D. Shorr regarding the same.	0.40
11/30/10	ADD	Revise Hinkson Creek comment letter to EPA consist with prior discussion.	2.10
11/30/10	ADD	Telephone conference with K. Miller, T. Houts, G. Bowman, and S. Hunt regarding content and additional revisions to Hinkson Creek comment letter.	1.10
11/30/10	ADD	Revise comment letter based on discussion with permit holders.	2.80

Total Hours:

85.10

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# LATHROP & GAGE<sub>LLP</sub>

FEDERAL I.D. 43-0948710

City of Columbia, Missouri  
County of Boone, Missouri  
University of Missouri

December 7, 2010  
Client No. 051884  
Matter No. 0506594  
Invoice No. 1397753

Page 5

Due For Services: \$ 21,744.00

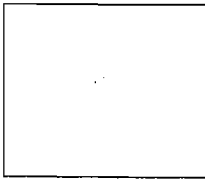
Timekeeper	Hours	Rate	Amount
Aimee D. Davenport	68.60	240.00	16,464.00
David A. Shorr	16.50	320.00	5,280.00
			<u>\$ 21,744.00</u>

TOTAL THIS INVOICE: \$ 21,744.00

TOTAL BALANCE DUE: \$ 21,744.00

Due from City of Columbia, Missouri	\$ 7,248.00
Due from The County of Boone	\$ 7,248.00
Due from University of Missouri	\$ 7,248.00

# PAYMENT REQUISITION BOONE COUNTY, MISSOURI



12/31/2010  
REQUISITION  
DATE

01/13/2011  
VENDOR  
DUE DATE

**TRANS: 2010 005120**

Check Routing Instructions

010918  
VENDOR  
NO.

LATHROP & GAGE  
VENDOR NAME

PROF SVCS  
BID NUMBER

**Notes:** INVOICE RELATES TO PENDING 2010 BUDGET REVISION --  
2010 WORK ON GEN. STORMWATER PERMIT TO BE PAID  
FROM ROAD & BRIDGE  
**\* = ABNORMAL BALANCE**

RECEIVED  
FEB 28 2011  
BOONE COUNTY AUDITOR

Fund / Dept	Account	Invoice Number	Customer Account Number	Amount
* 1126	71105	1402610	CLIENT 052961, MATTER 482519	461.50
<b>GRAND TOTAL :</b>				<b>461.50</b>

I certify that the goods, services or charges above specified are necessary for the use of the department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Prepared By

\_\_\_\_\_  
County Commission Approval  
PAGE 001 OF 001

\_\_\_\_\_  
Auditor Approval

# LATHROP & GAGE<sub>LLP</sub>

RECEIVED JAN 14 2011

DAVID A. SHORR  
DIRECT LINE: 573.761.5005  
EMAIL: DSHORR@LATHROPGAGE.COM  
WWW.LATHROPGAGE.COM

314 E. HIGH STREET  
JEFFERSON CITY, MISSOURI 65101  
PHONE: 573.893.4336  
FAX: 573.893.5398

January 13, 2011

Ken Pearson, Presiding Commissioner  
Boone County, Missouri  
Boone County Commission  
801 East Walnut, Room 245  
Columbia, MO 65201-7732

Re: Appeal of General Storm Water Permit, Matter No. 482519

Dear Mr. Pearson:

Enclosed please find our statement for services rendered through December 31, 2010, with regard to the appeal of the general storm water permit.

As requested by the parties, the bill is for the total so you can see the complete expenditures on behalf of all three parties. Consistent with the agreement, each party is responsible for one-third of the total or \$461.50.

If you have any questions, please feel free to contact me.

We appreciate the opportunity to be of service to you.

Very truly yours,

LATHROP & GAGE<sub>LLP</sub>

By:

  
David A. Shorr

DAS/jf  
Enclosure

CALIFORNIA

COLORADO

ILLINOIS

KANSAS

MISSOURI

NEW YORK

SUITE 2200  
2345 GRAND BOULEVARD  
KANSAS CITY, MISSOURI 64108-2618  
816-292-2000, FAX 816-292-2001

# LATHROP & GAGE<sub>LLP</sub>

FEDERAL I.D. No. 43-0948710

Boone County, Missouri  
Boone County Government Center  
801 East Walnut Street, Room 245  
Columbia, MO 65201-7733

January 13, 2011  
Client No.: 052961  
Matter No.: 482519  
Invoice No.: 1402610

Ken Pearson, Presiding Commissioner

Professional services rendered and costs incurred through December 31, 2010:

Re: Appeal of General Storm Water Permit

Due For Services:	\$ 1,384.50
Due For Costs:	\$ <u>0.00</u>
Total this invoice:	\$ 1,384.50
TOTAL DUE (1/3)	\$ <u><u>461.50</u></u>



2345 Grand Boulevard  
Kansas City, Missouri 64108-2618  
816-292-2000, Fax 816-292-2001

# LATHROP & GAGELLP

FEDERAL I.D. 43-0948710

Boone County, Missouri  
City of Columbia, Missouri  
University of Missouri

January 13, 2011  
Client No. 052961  
Matter No. 0482519  
Invoice No. 1402610

Page 1

Professional services rendered through December 31, 2010:

Re: Appeal of General Storm Water Permit

Date	Timekeeper	Description	Hours
12/02/10	ADD	Correspond with S. Hunt regarding the terms of settlement agreement.	0.30
12/02/10	ADD	Draft correspondence to all permit holders regarding settlement agreement.	0.60
12/02/10	ADD	Telephone conference with T. Duggan regarding final changes to settlement agreement.	0.40
12/02/10	ADD	Telephone conference with P. Hoskins regarding forthcoming settlement agreement.	0.40
12/21/10	DAS	Communication with J. Glascock.	0.20
12/21/10	ADD	Conference with D. Shorr regarding content and status of MS4 permit in order to respond to outside inquiry.	0.70
12/21/10	DAS	Telephone conference on status.	0.20
12/21/10	ADD	Analyze correspondence from City regarding the same.	0.50
12/27/10	DAS	Communication with K. Schaefer on settlement.	0.20
12/30/10	ADD	Analyze correspondence from T. Duggan regarding the Department of Natural Resources' further proposed changes to draft permit.	0.40
12/30/10	ADD	Telephone conference with T. Duggan regarding the same.	0.40
12/30/10	ADD	Analyze federal regulation to verify basis for the Department's proposed change.	1.10
12/30/10	ADD	Draft correspondence to permit holders regarding the Department's change.	0.50

Total Hours: 5.90

Due For Services: \$ 1,384.50

2345 Grand Boulevard  
Kansas City, Missouri 64108-2618  
816-292-2000, Fax 816-292-2001

# LATHROP & GAGE<sup>LLP</sup>

FEDERAL I.D. 43-0948710

Boone County, Missouri  
City of Columbia, Missouri  
University of Missouri

January 13, 2011

Client No. 052961  
Matter No. 0482519  
Invoice No. 1402610

Page 2

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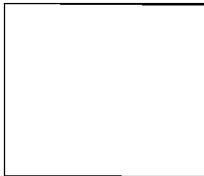
Timekeeper	Hours	Rate	Amount
Aimee D. Davenport	5.30	225.00	1,192.50
David A. Shorr	0.60	320.00	192.00
			<u>\$ 1,384.50</u>

Due from Boone County, Missouri	\$ 461.50
Due from City of Columbia, Missouri	\$ 461.50
Due from University of Missouri	\$ 461.50

# PAYMENT REQUISITION

## BOONE COUNTY, MISSOURI

TRANS: 2010 005122



Check Routing Instructions

12/31/2010  
REQUISITION  
DATE

01/13/2011  
VENDOR  
DUE DATE

010918  
VENDOR  
NO.

LATHROP & GAGE  
VENDOR NAME

PROF SVCS  
BID NUMBER

RECEIVED

FEB 28 2011

BOONE COUNTY AUDITOR

Notes: INVOICE RELATES TO PENDING 2010 BUDGET REVISION --  
2010 WORK ON TMDL IS TO BE PAID FROM ROAD &  
BRIDGE

\* = ABNORMAL BALANCE

Fund / Dept	Account	Invoice Number	Customer Account Number	Amount
* 1126	71105	1402614	CLIENT 51884, MATTER 506594	3796.08
GRAND TOTAL :				3796.08

I certify that the goods, services or charges above specified are necessary for the use of the department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Prepared By

\_\_\_\_\_  
County Commission Approval

\_\_\_\_\_  
Auditor Approval

# LATHROP & GAGE<sub>LLP</sub>

RECEIVED JAN 14 2011

DAVID A. SHORR  
DIRECT LINE: 573.761.5005  
EMAIL: DSHORR@LATHROPGAGE.COM  
WWW.LATHROPGAGE.COM

314 E. HIGH STREET  
JEFFERSON CITY, MISSOURI 65101  
PHONE: 573.893.4336  
FAX: 573.893.5398

January 13, 2011

Ken Pearson, Presiding Commissioner  
The County of Boone  
Boone County Government Center  
801 East Walnut Street, Room 245  
Columbia, MO 65201-7733

Re: USEPA Hinkson Creek TMDL, Matter No. 506594

Dear Mr. Pearson:

Enclosed please find our statement for services rendered through December 31, 2010, with regard to the above matter.

As requested by the parties, the bill is for the total so you can see the complete expenditures on behalf of all three parties. Consistent with the agreement, each party is responsible for one-third of the total or \$3,796.08.

If you have any questions, please feel free to contact me.

We appreciate the opportunity to be of service to you.

Very truly yours,

LATHROP & GAGE<sub>LLP</sub>

By:

  
David A. Shorr

DAS/jf  
Enclosure

CALIFORNIA

COLORADO

ILLINOIS

KANSAS

MISSOURI

NEW YORK

SUITE 2200  
2345 GRAND BOULEVARD  
KANSAS CITY, MISSOURI 64108-2618  
816-292-2000, FAX 816-292-2001

# LATHROP & GAGE<sub>LLP</sub>

FEDERAL I.D. No. 43-0948710

The County of Boone  
Boone County Government Center  
801 East Walnut Street, Room 245  
Columbia, MO 65201-7733

January 13, 2011  
Client No.: 51884  
Matter No.: 506594  
Invoice No.: 1402614

Ken Pearson, Presiding Commissioner

Professional services rendered and costs incurred through December 31, 2010:

Re: USEPA Hinkson Creek TMDL

Due For Services:	\$ 10,920.00
Due For Costs:	\$ <u>468.26</u>
Total This Invoice:	\$ <u>11,388.26</u>
TOTAL DUE (1/3)	\$ <u>3,796.08</u>

City of Columbia, Missouri  
County of Boone, Missouri  
University of Missouri

January 13, 2011  
Client No. 051884  
Matter No. 0506594  
Invoice No. 1402614

Page 1

Professional services rendered through December 31, 2010:

Re: USEPA Hinkson Creek TMDL

Date	Timekeeper	Description	Hours
12/01/10	ADD	Finalize Hinkson Creek TMDL comment letter.	1.30
12/01/10	DAS	Communication with S. Hunt on comments.	0.30
12/01/10	DAS	Review final document.	0.90
12/01/10	ADD	Correspond with County and City representatives to obtain all necessary supporting documentation.	0.30
12/01/10	ADD	Draft additional language for comment letter based on feedback from D. Shorr.	0.60
12/02/10	DAS	Telephone conference with D. Cozad.	0.20
12/02/10	DAS	Update memorandum to client.	0.60
12/03/10	DAS	Communication on USEPA surrogate memorandum.	0.80
12/03/10	ADD	Analyze November 12, 2010 memorandum from EPA regarding TMDL allocation for storm water sources.	1.10
12/03/10	DAS	Communication on press activities.	1.30
12/03/10	DAS	Communication with J. Glascock on 319 grant and Sierra Club public relations actions.	0.60
12/03/10	ADD	Outline summary.	0.30
12/03/10	ADD	Conference with D. Shorr regarding the same.	0.40
12/06/10	ADD	Analyze recently-issued federal guidance regarding use of surrogates in Total Maximum Daily Loads.	1.00
12/06/10	DAS	Telephone conferences (3) with Columbia Missourian.	1.20
12/09/10	DAS	Telephone conference with D. Cozad regarding meeting with City, County, and University.	1.10

City of Columbia, Missouri  
County of Boone, Missouri  
University of Missouri

January 13, 2011  
Client No. 051884  
Matter No. 0506594  
Invoice No. 1402614

Page 2

Date	Timekeeper	Description	Hours
12/09/10	DAS	Telephone conference with J. Glascock on Sunshine request.	0.70
12/09/10	DAS	Telephone conference with S. Hunt.	0.70
12/09/10	DAS	Coordinate USEPA meeting.	1.10
12/13/10	DAS	Telephone conference with C. J. Dykhousè on Sunshine request.	1.10
12/13/10	DAS	Telephone conference with P. Hoskins on Sunshine request.	0.70
12/13/10	DAS	Communication with B. Watkins.	0.30
12/14/10	DAS	Coordinate meeting with USEPA.	0.40
12/14/10	DAS	Prepare memorandum.	0.70
12/15/10	DAS	Sunshine law communication with P. Hoskins and F. Boeckmann.	0.70
12/15/10	DAS	Telephone conference with P. Hoskins.	0.50
12/16/10	DAS	Telephone conference with D. Cozad on meeting.	0.40
12/16/10	DAS	Communication with reporters at the Columbia Missourian and Columbia Business Times.	0.50
12/16/10	DAS	Communication with B. Watkins.	0.30
12/16/10	DAS	Prepare for meeting.	0.80
12/17/10	DAS	Prepare for meeting on USEPA session at City Hall.	2.00
12/17/10	ADD	Conference with D. Shorr to develop recommendation and strategy for upcoming meeting with EPA.	1.10
12/20/10	ADD	Begin drafting administrative procedure act claims for federal petition.	1.30
12/20/10	DAS	Prepare for and attend meeting with USEPA and principals in Kansas City.	8.10
12/20/10	ADD	Analyze federal storm water guidance to strengthen claims.	0.90
12/21/10	DAS	Media contact with Columbia Business Times.	0.30

2345 Grand Boulevard  
 Kansas City, Missouri 64108-2618  
 816-292-2000, Fax 816-292-2001

# LATHROP & GAGE<sub>LLP</sub>

FEDERAL I.D. 43-0948710

City of Columbia, Missouri  
 County of Boone, Missouri  
 University of Missouri

January 13, 2011  
 Client No. 051884  
 Matter No. 0506594  
 Invoice No. 1402614

Page 3

Date	Timekeeper	Description	Hours
12/22/10	DAS	Communication with B. Watkins on press release.	0.30
12/23/10	DAS	Communication with T. Houts.	0.20
12/27/10	DAS	Review Columbia Council meeting presentations and outline.	0.60
12/28/10	DAS	Review revised presentations.	0.30
12/28/10	DAS	Telephone conference with J. Glascock.	0.20

Total Hours: 36.20

Due For Services: \$ 10,920.00

Timekeeper	Hours	Rate	Amount
Aimee D. Davenport	8.30	240.00	1,992.00
David A. Shorr	27.90	320.00	8,928.00
			<u>\$ 10,920.00</u>

Costs incurred through December 31, 2010:

Description	12/20/10	Amount
Out-of-town Travel - David Shorr Mileage		137.00
Photocopies		301.58
Postage		29.68
		<u>468.26</u>

Due For Costs: \$ 468.26

TOTAL THIS INVOICE: \$ 11,388.26

Due from City of Columbia, Missouri \$ 3,796.08  
 Due from The County of Boone \$ 3,796.08  
 Due from University of Missouri \$ 3,796.08



Dept	Acct	2010 Bal	Grant	Avail
2046	22000 - Postage	\$475.00	\$225.00	\$250.00
	22500 - Subscriptions	(\$83.46)		(\$83.46)
	23000 - Office Supplies	\$881.12	\$600.00	\$281.12
	23001 - Printing	\$3,007.95	\$1,100.00	\$1,907.95
	23050 - Other Supplies	\$3,136.16	\$3,000.00	\$136.16
	23850 - Minor Equip & Tools	\$350.00	\$200.00	\$150.00
	37210 - Training/Schools	(\$49.81)		(\$49.81)
	37220 - Travel	\$9.60		\$9.60
	37230 - Meals & Lodging	(\$9.74)		(\$9.74)
	59200 - Local Mileage	\$200.00		\$200.00
	60200 - Equip Repairs/Main	\$300.00		\$300.00
	71100 - Outside Services	\$1,750.00	\$200.00	\$1,550.00
	71101 - Professional Services	\$5.25		\$5.25
	71700 - Equip Rental	\$2,200.00	\$2,000.00	\$200.00
	83100 - Awards	(\$50.57)		(\$50.57)
	84010 - Receipt/Mtgs	\$1,312.26	\$175.00	\$1,137.26
	84300 - Advertising	\$200.00	\$200.00	\$0.00
	86300 - Testing	\$500.00		\$500.00
	91300 - Machinery & Equip	\$2,000.00	\$2,000.00	\$0.00
Total		\$16,133.76	\$9,700.00	\$6,433.76

Required Amount	\$28,545.51
Stormwater Available	\$6,433.76
Need from D&C 2045	\$22,111.75

QUERY NAME . . . . . PUBLICWRK3  
LIBRARY NAME . . . . . PW001

FILE	LIBRARY	MEMBER	FORMAT
ADSUBL01	AD003	ADSUBL01	SUBLREC
ADDEPT01	AD003	ADDEPT01	DEPTREC
ADACCT01	AD003	ADACCT01	ACCTREC

DATE . . . . . 03/02/11  
TIME . . . . . 17:09:11

SUBLEDGER & BUDHDR

BUDGET REPORT

Dept	Account Class	Account	Category Description	Actual	Budget	Remaining	% Remaining
2045		10000	PERSONAL SERVICES	789,861.39	831,953	42,091.61	5.06
		20000	MATERIALS & SUPPLIES	7,144.81	13,350	6,205.19	46.48
		30000	DUES TRAVEL & TRAINING	9,620.97	14,500	4,879.03	33.65
		40000	UTILITIES	7,483.82	12,920	5,436.18	42.08
		50000	VEHICLE EXPENSE	22,828.16	29,250	6,421.84	21.96
		60000	EQUIP & BLDG MAINTENANCE	2,565.84	5,000	2,434.16	48.68
		70000	CONTRACTUAL SERVICES	1,401,432.50	3,090,028	1,688,595.50	54.65
		80000	OTHER	13.32	112,325	112,311.68	99.99
		90000	FIXED ASSET ADDITIONS	4,162.05	6,500	2,337.95	35.97
TOTAL COUNT	9			2,245,112.86	4,115,826	1,870,713.14	
2045	10000	10100	SALARIES & WAGES	643,896.39	684,141	40,244.61	5.88
		10110	OVERTIME	4,866.14	6,000	1,133.86	18.90
		10200	FICA	47,230.44	52,793	5,562.56	10.54
		10300	HEALTH INSURANCE	68,281.00	68,875	594.00	.86
		10325	DISABILITY INSURANCE	2,306.18	2,435	128.82	5.29
		10350	LIFE INSURANCE	739.20	768	28.80	3.75
		10375	DENTAL INSURANCE	5,073.00	5,162	89.00	1.72
		10400	WORKERS COMP	4,269.00	4,290	21.00	.49
		10500	401(A) MATCH PLAN	3,720.00	5,089	1,369.00	26.90
		10510	CERF-EMPLOYER PD CONTRIBUTION	1,849.88	2,400	550.12	22.92
		10600	UNEMPLOYMENT BENEFITS	7,630.16	0	7,630.16-	+++++
TOTAL COUNT	11			789,861.39	831,953	42,091.61	
2045	20000	22000	POSTAGE	1,135.38	1,450	314.62	21.70
		22500	SUBSCRIPTIONS/PUBLICATIONS	242.40	300	57.60	19.20
		23000	OFFICE SUPPLIES	1,734.60	3,500	1,765.40	50.44
		23001	PRINTING	2,064.71	4,000	1,935.29	48.38
		23050	OTHER SUPPLIES	886.09	1,900	1,013.91	53.36
		23850	MINOR EQUIP & TOOLS (<\$1000)	1,081.63	2,200	1,118.37	50.84
TOTAL COUNT	6			7,144.81	13,350	6,205.19	
2045	30000	37000	DUES	1,072.00	2,000	928.00	46.40
		37210	TRAINING/SCHOOLS	3,743.00	8,000	4,257.00	53.21
		37220	TRAVEL (AIRFARE, MILEAGE, ETC)	959.14	1,000	40.86	4.09
		37230	MEALS & LODGING-TRAINING	3,846.83	3,500	346.83-	9.91-
TOTAL COUNT	4			9,620.97	14,500	4,879.03	
2045	40000	48000	TELEPHONES	1,859.48	3,000	1,140.52	38.02
		48002	DATA COMMUNICATIONS	2,905.20	4,920	2,014.80	40.95
		48050	CELLULAR TELEPHONES	2,719.14	5,000	2,280.86	45.62

Dept	Account Class	Account	Category Description	Actual	Budget	Remaining	% Remaining
TOTAL	COUNT	3		7,483.82	12,920	5,436.18	
2045	50000	59000	MOTORFUEL/GASOLINE	15,327.41	20,000	4,672.59	23.36
		59100	VEHICLE REPAIRS	5,997.75	8,000	2,002.25	25.03
		59105	TIRES	1,383.00	1,000	383.00-	38.30-
		59200	LOCAL MILEAGE	120.00	250	130.00	52.00
TOTAL	COUNT	4		22,828.16	29,250	6,421.84	
2045	60000	60050	EQUIP SERVICE CONTRACT	2,546.84	3,000	453.16	15.11
		60200	EQUIP REPAIRS/MAINTENANCE	19.00	2,000	1,981.00	99.05
TOTAL	COUNT	2		2,565.84	5,000	2,434.16	
2045	70000	70050	SOFTWARE SERVICE CONTRACT	17,152.68	19,320	2,167.32	11.22
		71000	INSURANCE AND BONDS	15,225.00	14,000	1,225.00-	8.75-
		71001	AUTO PHYSICAL DAMAGE INS	2,294.18	2,434	139.82	5.74
		71002	AUTO LIABILITY INS	3,896.98	4,766	869.02	18.23
		71100	OUTSIDE SERVICES	853,737.47	2,212,200	1,358,462.53	61.41
		71101	PROFESSIONAL SERVICES	.00	3,000	3,000.00	100.00
		71102	ENGINEERING SERVICES	214,777.19	313,308	98,530.81	31.45
		71104	ADMINISTRATIVE SERVICES	.00	0	.00	+++++
		71118	EASEMENT ACQUISITION COSTS	294,349.00	521,000	226,651.00	43.50
TOTAL	COUNT	9		1,401,432.50	3,090,028	1,688,595.50	
2045	80000	84010	RECEPTION/MEETINGS	13.32	175	161.68	92.39
		84400	PUBLIC NOTICES	.00	350	350.00	100.00
		86800	EMERGENCY	.00	100,000	100,000.00	100.00
		86850	CONTINGENCY	.00	11,800	11,800.00	100.00
TOTAL	COUNT	4		13.32	112,325	112,311.68	
2045	90000	92300	REPLCMENT MACH & EQUIP	3,464.07	5,500	2,035.93	37.02
		92301	REPLC COMPUTER HDWR	697.98	1,000	302.02	30.20
TOTAL	COUNT	2		4,162.05	6,500	2,337.95	
2046	3300	3300	LICENSES AND PERMITS	1,600.00	1,000	600.00-	60.00-
	3400	3400	INTERGOVERNMENTAL REVENUE	.00	9,700	9,700.00	100.00
	3500	3500	CHARGES FOR SERVICES	5,126.00	7,096	1,970.00	27.76
	10000	10000	PERSONAL SERVICES	93,917.81	96,017	2,099.19	2.19
	20000	20000	MATERIALS & SUPPLIES	1,971.23	9,738	7,766.77	79.76
	30000	30000	DUES TRAVEL & TRAINING	2,951.95	2,902	49.95-	1.72-

Dept	Account Class	Account	Category Description	Actual	Budget	Remaining	% Remaining
2046		50000	VEHICLE EXPENSE	.00	200	200.00	100.00
		60000	EQUIP & BLDG MAINTENANCE	.00	300	300.00	100.00
		70000	CONTRACTUAL SERVICES	10,786.75	14,742	3,955.25	26.83
		80000	OTHER	1,163.31	3,125	1,961.69	62.77
		90000	FIXED ASSET ADDITIONS	2,193.57	4,195	2,001.43	47.71
TOTAL COUNT	11			119,710.62	149,015	29,304.38	
2046	3300	3320	PERMITS	550.00	1,000	450.00	45.00
		3322	LAND DISTURBANCE PERMIT	1,050.00	0	1,050.00-	+++++
TOTAL COUNT	2			1,600.00	1,000	600.00-	
2046	3400	3411	FEDERAL GRANT REIMBURSE	.00	9,700	9,700.00	100.00
TOTAL COUNT	1			.00	9,700	9,700.00	
2046	3500	3519	TRAINING COST REIMBRSMNT	280.00	2,250	1,970.00	87.56
		3528	REIMB PERSONNEL/PROJECTS	4,846.00	4,846	.00	.00
TOTAL COUNT	2			5,126.00	7,096	1,970.00	
2046	10000	10100	SALARIES & WAGES	77,528.09	79,471	1,942.91	2.44
		10110	OVERTIME	9.75	0	9.75-	+++++
		10200	FICA	5,852.64	6,079	226.36	3.72
		10300	HEALTH INSURANCE	8,312.00	8,312	.00	.00
		10325	DISABILITY INSURANCE	285.43	294	8.57	2.91
		10350	LIFE INSURANCE	92.40	92	.40-	.43-
		10375	DENTAL INSURANCE	623.00	623	.00	.00
		10400	WORKERS COMP	532.00	532	.00	.00
		10500	401(A) MATCH PLAN	682.50	614	68.50-	11.16-
TOTAL COUNT	9			93,917.81	96,017	2,099.19	
2046	20000	22000	POSTAGE	.00	475	475.00	100.00
		22500	SUBSCRIPTIONS/PUBLICATIONS	83.46	0	83.46-	+++++
		23000	OFFICE SUPPLIES	633.88	1,515	881.12	58.16
		23001	PRINTING	1,092.05	4,100	3,007.95	73.36
		23050	OTHER SUPPLIES	161.84	3,298	3,136.16	95.09
		23850	MINOR EQUIP & TOOLS (<\$1000)	.00	350	350.00	100.00
TOTAL COUNT	6			1,971.23	9,738	7,766.77	
2046	30000	37000	DUES	299.00	299	.00	.00

Dept	Account Class	Account	Category Description	Actual	Budget	Remaining	% Remaining
2046	30000	37210	TRAINING/SCHOOLS	1,314.81	1,265	49.81-	3.94-
		37220	TRAVEL (AIRFARE, MILEAGE, ETC)	520.40	530	9.60	1.81
		37230	MEALS & LODGING-TRAINING	817.74	808	9.74-	1.21-
TOTAL COUNT	4			2,951.95	2,902	49.95-	
2046	50000	59200	LOCAL MILEAGE	.00	200	200.00	100.00
TOTAL COUNT	1			.00	200	200.00	
2046	60000	60200	EQUIP REPAIRS/MAINTENANCE	.00	300	300.00	100.00
TOTAL COUNT	1			.00	300	300.00	
2046	70000	71100	OUTSIDE SERVICES	1,100.00	2,850	1,750.00	61.40
		71101	PROFESSIONAL SERVICES	9,686.75	9,692	5.25	.05
		71105	LEGAL SERVICES	.00	0	.00	+++++
		71700	EQUIPMENT RENTALS	.00	2,200	2,200.00	100.00
TOTAL COUNT	4			10,786.75	14,742	3,955.25	
2046	80000	83100	AWARDS	200.57	150	50.57-	33.71-
		84010	RECEPTION/MEETINGS	962.74	2,275	1,312.26	57.68
		84300	ADVERTISING	.00	200	200.00	100.00
		86300	TESTING	.00	500	500.00	100.00
TOTAL COUNT	4			1,163.31	3,125	1,961.69	
2046	90000	91300	MACHINERY & EQUIPMENT	.00	2,000	2,000.00	100.00
		91301	COMPUTER HARDWARE	1,195.09	1,196	.91	.08
		91302	COMPUTER SOFTWARE	998.48	999	.52	.05
TOTAL COUNT	3			2,193.57	4,195	2,001.43	

FINAL TOTALS

\*\*\* END OF REPORT \*\*\*

3/4/2011

FY 2010

Budget Amendments/Revisions

**Public Works - Design & Construction (2045)**

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	2/17/2010		2049	71450	PW - Administration	Revenue Sharing		29,000	Cover the following costs: position stacking - increased civil engineer position 1 to professional civil engineer, computer hardware and software licenses upgrades for this position, and traffic counters omitted from original budget
			2045	70050	PW - D & C	Software Service Contract	5,000		
			2045	92301	PW - D & C	Rplc Computer Hardware	1,000		
			2045	92300	PW - D & C	Rplc Mach & Equip	5,500		
			2045	10100	PW - D & C	Salaries & Wages	16,100		
			2045	10200	PW - D & C	FICA	1,230		
			2045	10325	PW - D & C	Disability	60		
			2045	10400	PW - D & C	Workers' Comp	110		
2	4/27/2010		2045	71102	D & C	Engineering Services		9,692	Establish budget to cover expense for study of Hinkson Creek Total Max Daily Load and reimb. from the University of Missouri for their portion
			2046	71101	Stormwater Admin	Professional Services	9,692		
			2046	3528	Stormwater Admin	Reimb Personnel/Projects	4,846		
3	9/8/2010		2049	3528	PW - Administration	Reimb Personnel/Projects	9,859	Establish budget for revenue/exepnse reimb from the City of Columbia for Rolling Hills Road demolition and easement acquisition costs.	
			2045	71118	PW - D & C	Easement Acquisition	220,000		
			2049	3528	PW - Administration	Reimb Personnel/Projects	220,000		
4	9/9/2010		1115	83100	Human Resources	Awards		81	Cover 2nd Qtr Employee award - Jeff McCann
			2045	10100	PW-Design & Construc	Salary & Wages	75		
			2045	10200	PW-Design & Construc	FICA	6		
5	3/3/2011		2045	86800	Design & Construction	<b>Emergency</b>		28,546	<b>Cover legal fees associated with Stormwater litigation</b>
			2046	71105	Stormwater Admin	<b>Legal Services</b>	28,546		

3/4/2011

FY 2010  
 Budget Amendments/Revisions  
**Public Works - Stormwater Administration (2046)**

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	4/23/2010	2046	37210	Stormwater Admin	Training/Schools		200	Re-classify budgeted amounts to more appropriately reflect actual expenses.	
			37000	Stormwater Admin	Dues	200			
			37210	Stormwater Admin	Training/Schools		330		
			37230	Stormwater Admin	Meals/Lodging		200		
			37220	Stormwater Admin	Travel	530			
2	4/27/2010	2045	71102	D & C	Engineering Services		9,692	Establish budget to cover expense for study of Hinkson Creek Total Max Daily Load and reimb. from the University of Missouri for their portion	
			71101	Stormwater Admin	Professional Services	9,692			
			3528	Stormwater Admin	Reimb Personnel/Projects	4,846			
3	8/16/2010	2046	91301	Stormwater Admin	Computer Hardware		304	Re-classify budgeted amounts to purchase Adobe Contribute CSS software for the two stormwater employees.	
			23000	Stormwater Admin	Office Supplies		85		
			91302	Stormwater Admin	Computer Hardware	389			
4	9/10/2010	2046	3411	Stormwater Admin	Federal Grant Reimb	9,700		Establish budget for Nonpoint Source Pollution Minigrant.	
			22000	Stormwater Admin	Postage	225			
			23000	Stormwater Admin	Office Supplies	600			
			23001	Stormwater Admin	Printing	1,100			
			23050	Stormwater Admin	Other Supplies	3,000			
			23850	Stormwater Admin	Minor Tools & Equip	200			
			71100	Stormwater Admin	Outside Services	200			
			71700	Stormwater Admin	Equipment Rentals	2,000			
			84010	Stormwater Admin	Receptions/Meetings	175			
			84300	Stormwater Admin	Advertising	200			
			91300	Stormwater Admin	Machinery & Equip	2,000			
5	12/23/2010	2046	23050	Stormwater Admin	Other Supplies		202	Re-classify budget to cover travel and training expenses.	
			37000	Stormwater Admin	Dues	99			
			37210	Stormwater Admin	Training/Schools	95			
			37230	Stormwater Admin	Meals & Lodging	8			
6	3/3/2011	2045	86800	Design & Construction	<b>Emergency</b>		28,546	<b>Cover legal fees associated with Stormwater litigation</b>	
		2046	71105	Stormwater Admin	<b>Legal Services</b>	28,546			



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 15<sup>th</sup> day of March 20 11

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Wednesday, March 16, 2011, at 2:30 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021 (1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 15<sup>th</sup> day of March, 2011.

ATTEST:

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

Edward H. Robb

Edward H. Robb  
 Presiding Commissioner

Karen M. Miller

Karen M. Miller  
 District I Commissioner

Absent  
 Skip Elkin  
 District II Commissioner