

198 -2007

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 15<sup>th</sup> day of May 20 07

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 5654 North Maple Court Columbia, Missouri.

Done this 15<sup>th</sup> day of May, 2007.

ATTEST:

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

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	<u>May</u> Session
5654 N Maple Court	)	<u>April</u> Adjourned
Columbia, MO 65202	)	Term 2007
	)	Commission Order No. <u>198 2007</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 15th day of May, 2007, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: a blue Astro van, a black 4 door Nissan, a white 4 door Mercedes, a white 4 door antique/model car, a blue 2 door Nissan, a gray 4 door car, a blue 4 door BMW, and a silver 4 door Lexus on the premises.
4. The location of the public nuisance is as follows: 5654 N Maple Court Columbia, MO 65202, section 24, township 49, range 13, a/k/a Lot 153 Clearview SD Plat 6 as shown by deed book 2452 page 0138 parcel number 11-619-24-01-240.00 01.
5. The specific violation of the Code is:
  - Motor vehicle nuisance in violation of section 6.9 of the Code
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the

requirement for abatement was given in accordance with section 6.10.1 of the Code to the property owner, occupant, and any other applicable interested persons.

7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.

8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so.

#### **Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

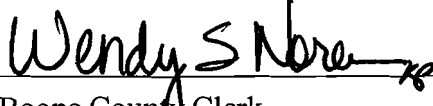
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

199<sup>2007</sup>

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 15<sup>th</sup> day of May 20 07  
the following, among other proceedings, were had, viz:

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

For driveway permit #6005 at Lot 9, Paradise Hills Subdivision to allow an existing residential driveway to remain under the following conditions:

- 1) County has no liability for any water issues at said property
- 2) County is not liable for any ADA claims.

Done this 15<sup>th</sup> day of May, 2007.

ATTEST:

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

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
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May Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 15<sup>th</sup> day of May 20 07

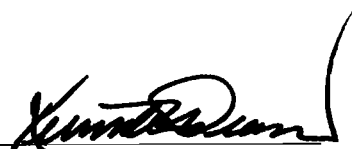
the following, among other proceedings, were had, viz:

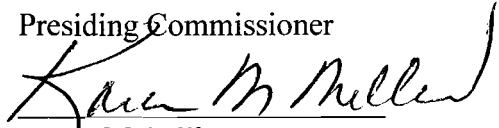
Now on this day the County Commission of the County of Boone does herby accept the following recommendation from the Road and Bridge Advisory Committee to **deny** the request of Missouri Auto Auction to allow a curb cut at Trade Center Drive at 61' rather than 150' to create a new entrance.

Done this 15<sup>th</sup> day of May, 2007.

ATTEST:

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

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

201 -2007

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STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

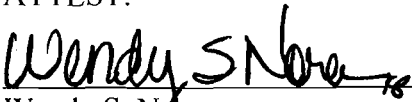
Term. 20 07


In the County Commission of said county, on the 15<sup>th</sup> day of May 20 07  
the following, among other proceedings, were had, viz:

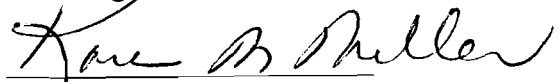
Now on this day the County Commission of the County of Boone does hereby award Bid 07-12APR07 – Pavement Marking to America’s Parking Remarketing, Inc. It is further ordered the Presiding Commissioner be authorized to sign said contract.

Done this 15<sup>th</sup> day of May, 2007.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**PURCHASE AGREEMENT  
FOR  
PAVEMENT MARKING TERM AND SUPPLY**

THIS AGREEMENT dated the 15 day of May 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **America's Parking Marking, 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 **Pavement Marking Term and Supply**, County of Boone Request for Bid, bid number **07-12APR07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated April 10, 2007 and executed by Vicky Groth, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on Date of Award and extend through December 31, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for three (3) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to in sections 4.8.1. through 4.8.4., and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. **Service Time** - Contractor agrees to provide the services as responded to by the Contractor and as requested by the County.

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

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

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

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

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

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

**AMERICA'S PARKING REMARKING, INC.**

by *Vicky Guth*

title CONTROLLER

address America's Parking Remarking  
5541 Telegraph Rd - #220  
St. Louis, MO. 63129-3554

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

*Kenneth M. Pearson*  
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

*[Signature]*  
County Counselor

ATTEST:

*Wendy S Noren*  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

*June E. Pitchford by ay*  
Signature

5/4/07  
Date

2040/71100 Term/Supply

Appropriation Account



4. Response Form

- 4.1. Company Name: AMERICA'S PARKING REMARKING, INC.
- 4.2. Address: 5541 TELEGRAPH RD - #220
- 4.3. City/Zip: ST. LOUIS, MO. 63129
- 4.4. Phone Number: (314) 591-5643
- 4.5. Fax Number: (314) 846-8133
- 4.6. E-Mail Address: VGROTH827@HOTMAIL.COM
- 4.7. Federal Tax ID: 75-3026772
- 4.7.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

4.8. PRICING

DESCRIPTION

- 4.8.1. Price per lineal foot for solid center line marking: \$ .09 /LF
- 4.8.2. Price per lineal foot for solid double line marking: \$ .18 /LF
- 4.8.3. Price per lineal foot for intermittent center line marking: \$ .09 /LF
- 4.8.4. Add Alternate: **STOP BAR** per Section 2.9. \$ 3.91 /LF

RENEWALS – The bidder shall indicate below the maximum increase for each potential renewal period.

- 4.8.5.1. 3 % 1<sup>st</sup> Renewal Period
- 4.8.5.2. 3 % 2<sup>nd</sup> Renewal Period
- 4.8.5.3. 3 % 3<sup>rd</sup> Renewal Period

4.9. Bidders must include all information required in Section 2.8. with their bid response.

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

4.10.1. Authorized Representative (Sign By Hand):

Vicky Groth

4.10.2. Type or Print Signed Name:

VICKY GROTH

4.10.3. Today's Date: 4-10-07

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

           Yes

  ✓   No

# APR AMERICA'S PARKING REMARKING, INC.

• Roadways • Pavement Markings • Traffic Signs • Preformed Thermo Plastic • Bumper Blocks • Parking Lots •

May 21, 2007

Ms. Heather Turner, CPPB  
Boone County Purchasing  
601 E. Walnut - Room 209  
Columbia, MO. 65201

RE: 07-12APR07 Pavement Marking Term & Supply

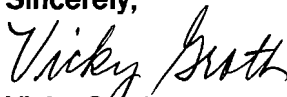
Dear Heather:

As a follow up to your letter of May 16, 2007 please find enclosed the executed Purchase Agreement for Pavement Marking Term and Supply. I have retained the second copy for my files.

Also, please be advised that I have requested the Certificate of Insurance as required per the above referenced agreement and the original will be mailed directly to your attention from our insurance carrier.

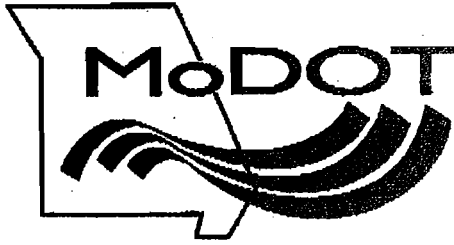
Please contact me if you need any additional information. We look forward to working with Boone County.

Sincerely,



Vicky Goth  
Controller

Missouri  
Department  
of Transportation



Pete K. Rahn, Director

105 West Capital Avenue  
P.O. Box 270  
Jefferson City, MO 65102  
(573) 751-2551  
Fax (573) 751-6555  
www.modot.org

March 7, 2007

America's Parking Remarketing, Inc.  
5541 Telegraph Rd. #220  
St. Louis, MO 63129

Dear Sir or Madam:

This is to acknowledge receipt of your Contractor Questionnaire. The questionnaire qualifies you to bid as a prime contractor on highway projects at or below \$2,000,000. Your questionnaire will be retained on file for one year, with an expiration date of February 28, 2008. Your contractor vendor number is 0011942. If you have any questions pertaining to filing questionnaires or to expiration dates, please call 573-751-6602.

The Highway and Transportation Commission does not issue a gross qualification figure to prospective bidders. The lowest responsible bidder for each project is determined by the commission, while taking into consideration the required contractor questionnaire, experience, skill, performance, and current contract commitments of the bidder. The Commission reserves the right to reject any bid and also the right to reject all bids.

If a successful bidder is doing business in the State of Missouri under a fictitious name, then such bidder shall furnish to the Highway and Transportation Commission a certified copy of its registration of fictitious name. All successful bidders who are corporations organized in states other than Missouri shall furnish to the commission a certified copy of a certificate of authority to do business in Missouri. Both the registration of fictitious name and the certificate of authority to do business in Missouri may be obtained from the Secretary of State, Corporate Division, P.O. Box 778, Jefferson City, MO 65102. In the event the successful bidder already has on file with the commission such a certificate, then an additional certificate will not be required.

Sincerely yours,

David D. Ahlvers  
State Construction and Materials Engineer

md

Copy: File- cm

**AMERICA'S PARKING REMARKING, INC.**  
**MAJOR COMPLETED CONTRACTS DURING 2006**

<b>CONTRACT AMOUNT</b>	<b>TYPE OF WORK</b>	<b>WHEN COMPLETED</b>	<b>LOCATION CITY &amp; STATE</b>	<b>PROJECT OWNER'S NAME &amp; ADDRESS</b>
\$32,100	Street Striping & pavement markings	October 2006	Arnold, Missouri 63010	City of Arnold, MO - Dept. of Public Works 2912 Arnold Tenbrook Rd.
\$9,300	Street Striping & pavement markings	August 2006	Ballwin, Missouri 63011	City of Ballwin, MO 200 Park Drive
\$13,800	Street Striping & pavement markings	August 2006	Chesterfield, MO 63017	City of Chesterfield, MO 690 Chesterfield Parkway
\$48,300	Street Striping & pavement markings	October 2006	Maryland Heights, MO 63043	City of Maryland Heights, MO 212 Millwell Drive
\$308,200	Street Striping & pavement markings	October 2006	Hillsboro, MO 63050	Jefferson County, MO - Dept of Public Works 725 Maple street - PO Box 100
\$122,100	Street Striping & pavement markings	Sept. 2006	District 8 - Illinois Waterloo, IL 62298	IDOT Local Roads Agency - District 8 Monroe County Hwy Dept 100 S. Main Street - Room 16
\$140,700	Street Striping & pavement markings	November 2006	St. Charles, MO. 63301	City of St. Charles, MO. 200 North Second
\$61,500	Street Striping & pavement markings	October 2006	Union, MO. 63084	Franklin County, MO - Dept of Public Works 8 North Church Street - Suite D
\$9,100	Street Striping & pavement markings	August 2006	Manchester, MO 63011	City of Manchester, MO 14318 Manchester, MO

## REFERENCES

The following is a listing of some of the municipalities for which America's Parking Remarketing, Inc. has performed pavement marking services within the last year:

City of Arnold 2912 Arnold Tenbrook Road Arnold, MO. 63010-4715	Mr. Dan Allen	(636) 296-4308
City of Ballwin 200 Park Drive Ballwin, MO. 63011-3728	Mr. Gary Kramer	(636) 227-9000
City of Manchester 14318 Manchester Road Manchester, MO. 63011	Mr. Bob Ruck	(636) 227-1385
City of Maryland Heights 212 Millwell Drive Maryland Heights, MO. 63043-2512	Mr. Joe Hunter	(314) 298-0554
City of St. Charles 200 North Second St. Charles, MO. 63301	Mr. Rick Lewis	(636) 949-3243
Franklin County 400 East Locust Street Union, MO. 63084	Mr. Brian Otten	(314) 550-2316
Jefferson County 725 Maple Street Hillsboro, MO. 63050	Mr. Darrell Ravelle	(636) 797-5557
IDOT – District 8 Monroe County Highway Dept. 100 South Main Street – Room 16 Waterloo, IL 62298-1322	Mr. Ron Polka	(618) 939-8681

**AMERICA'S PARKING REMARKING, INC.  
LISTING OF STRIPING EQUIPMENT**

<b><u>Item #</u></b>	<b><u>Description of Equipment</u></b>
001	1983 International Striping Truck
002	1980 Ford 8000 Striping Truck
003	1999 Airless Paint truck
004	1982 Striping Truck
005	2 E-Z Liner airless striping machines (for Handwork)
006	1991 GMC Pickup Truck – Kodiak with Mounted attenuator (Crash cushion)
007	1006 Dual Tandem Hot Shot Trailer
008	1995 Ford F-250 Pickup Truck
009	1991 GMC Dump/water truck
010	2 GMC G3500 Box Trucks
011	2000 Ford F-150 Pickup Truck
012	B & L Trailer
013	Tow-behind Arrow Board

**ROADWAYS PAINTED BY AMERICA'S PARKING REMARKING  
DURING THE PERIOD OCTOBER 10, 2006 THRU APRIL 10, 2007**

<b>Contracted with:</b>	<b>Completed</b>	<b>Street Location</b>
City of Desloge, MO.	4/2/2007	Chestnut Street - I Desloge, MO.
City of St Charles, MO	10/25/2007	Various locations throughout St Charles
Jefferson County, MO	10/10/2007	Old Hwy 141 @ Springdale (Last road completed on contract)

**NOTE: No road striping performed November 2006 thru March 2007 because of weather.**





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

## ***Request for Bid (RFB)***

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

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### ***Bid Data***

Bid Number: **07-12APR07**  
Commodity Title: **Pavement Marking Term & Supply**

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

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### ***Bid Submission Address and Deadline***

Day / Date: **THURSDAY, APRIL 12, 2007**  
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 209  
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.**

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### ***Bid Opening***

Day / Date: **THURSDAY, APRIL 12, 2007**  
Time: **10:30 A.M. C.S.T.**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

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### ***Bid Contents***

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

**1. Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)  
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:  
 1) the provisions of the Contract (as it may be amended);  
 2) the provisions of the Bid;  
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from Date of Award through December 31, 2007 and may be automatically renewed for up to an additional three (3) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to paint street markings on roads as directed by the Boone County Public Works Department and as specified herein.
  - 2.1.1. **Quantity** – Approximately 250,000 linear feet of striping. The length given (ft) in the schedule of quantity is the total amount applied by the contractor. Plans will be submitted to the contractor each Spring and Fall with proposed roadways to be marked. It is the goal of the County to apply the same or more lineal feet in subsequent contract years, however the County does not guarantee a minimum volume for purchases under a prospective contract. In addition, the County reserves the right to purchase pavement marking services from other vendors when the County deems the purchase necessary.
  - 2.2. **CONTRACT DURATION** - The contract shall be effective from Date of Award through December 31, 2007. This contract is subject to renew annually for three (3) additional one (1) year periods following expiration of the first contract period.
    - 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages outlined on the Response Form for the renewal periods.
    - 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
  - 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
  - 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
  - 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
  - 2.6. **TECHNICAL REQUIREMENTS** - All materials provided and work done shall be in accordance with the Missouri Standard Specifications for Highway Construction, 2004.
    - 2.6.1. **Paint** - Yellow acrylic waterborne traffic marking paint and shall adhere to Missouri Standard Specifications for Highway Construction, 2004, Section 1048.110.
    - 2.6.2. **Product Application** - Longitudinal painted markings shall be applied with heavy-duty multiline striping equipment capable of applying strips of uniform width and thickness. The roadway surface shall be cleaned of debris, sand or any other deleterious material by sweeping and/or use of jets of compressed air immediately preceding the paint application. Paint shall be applied according to Missouri Standard Specifications for Highway Construction, section 620.50. Each centerline shall be 4" in width. Intermittent striping will follow the 10'/30' interval method. Application thickness will depend upon paint, 1-year warranty period, and application method.
    - 2.6.3. The edges of the lines shall be sharp and well defined with overspray held to a minimum.
    - 2.6.4. Painted markings shall be applied in a workmanship manner, i.e. straight lines shall be straight, curved lines shall be uniform and symmetrical, etc. Painted markings, which in the project engineer's judgment are not applied in this manner, shall be removed and replaced at the contractor's expense.
    - 2.6.5. **Warranty** - The contractor shall warranty both the labor and material for a period of one year from

the date of application. Bidders should attach a copy of their proposed warranty that clearly indicates the limits and guidelines for warranty claims.

2.7. **BIDDERS RESPONSIBILITIES**

- 2.7.1. The Contractor shall be responsible for assuring the surface to be painted is clean, dry, and ready for application of paint. The Contractor is responsible for keeping freshly painted strips protected until dry; and to provide all traffic control and warning devices.
- 2.7.2. Equipment shall be compatible with paint and beads to be applied. All equipment is to be in good working order and subject to inspection before the bid is awarded.
- 2.7.3. It is the bidder's responsibility to inspect the streets to determine the full extent of the work necessary to complete all painting as indicated in the bid documents. If the bidder is in doubt of the extent of the work, questions should be raised at least 10 days prior to the bid opening.
- 2.7.4. No sub-contracting will be allowed in this project. All work must be done exclusively by bidder.
- 2.7.5. Project will be inspected by department personnel.

2.8. **BIDDERS EXPERIENCE AND QUALIFICATIONS – The bidder must be approved to perform work under Missouri Department of Transportation contracts.** The bidder shall include in the response, written documentation on their qualifications to perform road marking work and the equipment proposed for use on this project. Included shall be a summary of the bidders experience along with information and references regarding contracts, if any, which have been awarded the bidder by other agencies in the State of Missouri during the last 2 years. Bidders are also required to list ALL roadways painted by the vendor in the past six (6) months. Government contract information is preferred, but private contract information is acceptable. This information will be included in the evaluation process.

2.9. **ADD ALTERNATE**

- 2.9.1. **STOP LINES-PRE-FORMED MARKING TAPE:** To be set on identified roads. White line shall be a **Type 1, 12" wide** and applied per Missouri Standard Specifications for Highway Construction, 2004, Section 620.10 ad 1048.10. Bidders are to answer with a price per lineal foot in their bid response. Cost for preparation is considered incidental to installation.
- 2.10. **SCHEDULING** - Painting shall be done while pavement surface temperatures are at or above 50 degrees F° or according to paint manufacturers recommendations. The Public Works department will set up a Spring paint list and a Fall paint list. The contractor will be notified once the roads are ready to be painted. **The contractor must be able to complete a minimum of 125,000 linear feet of striping within 30 working days after notification by the department (weather permitting).**
- 2.11. **PREVAILING WAGE** - Not less than prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this contract. **Prevailing Wage Order Number 13** is attached. Upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.
- 2.12. **BOONE COUNTY 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. 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.
  - 2.12.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees

not otherwise protected.

- 2.12.2. **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 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 by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 per project 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. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.12.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.12.4. **Commercial Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.12.5. **Insurance Certifications:** 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 and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.13. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor 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.
- 2.14. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062

RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

- 2.15. **LIEN WAIVERS** - Prior to the release of contract amount, contractor shall file with the County the following:
- a) an affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract;
  - b) lien waivers signed by each supplier furnishing materials to the project releasing all claims to said materials;
  - c) lien waivers signed by each sub-contractor furnishing labor to the project releasing all claims against Boone County for said labor.
- 2.16. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Public Works Department at the following address: 5551 S. Highway 63, Columbia, MO 65201. Payment shall be made within 30 days of receipt of a complete invoice.
- 2.17. **DESIGNEE** – Boone County Public Works Department
- 2.18. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.

**3. Response Presentation and Review**

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

4. **Response Form**

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. E-Mail Address: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

4.7.1. ( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

( ) Other (Specify) \_\_\_\_\_

4.8. **PRICING**

**DESCRIPTION**

4.8.1. Price per lineal foot for solid center line marking: \$ \_\_\_\_\_/LF

4.8.2. Price per lineal foot for solid double line marking: \$ \_\_\_\_\_/LF

4.8.3. Price per lineal foot for intermittent center line marking: \$ \_\_\_\_\_/LF

4.8.4. Add Alternate: **STOP BAR** per Section 2.9. \$ \_\_\_\_\_/LF

**RENEWALS** – The bidder shall indicate below the maximum increase for each potential renewal

4.8.5. period.

4.8.5.1. \_\_\_\_\_ % 1<sup>st</sup> Renewal Period

4.8.5.2. \_\_\_\_\_ % 2<sup>nd</sup> Renewal Period

4.8.5.3. \_\_\_\_\_ % 3<sup>rd</sup> Renewal Period

4.9. **Bidders must include all information required in Section 2.8. with their bid response.**



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

4.10.1. Authorized Representative (Sign By Hand):

4.10.2. Type or Print Signed Name:

4.10.3. Today's Date: \_\_\_\_\_

4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  
\_\_\_\_\_ Yes                      \_\_\_\_\_ No



## Standard Terms and Conditions

**Boone County Purchasing**

601 E. Walnut, Room 209

Columbia, MO 65201

**Heather Turner, Senior Buyer**

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

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



*"No Bid" Response Form*

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

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

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**"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: 07-12APR07 PAVEMENT MARKING TERM & SUPPLY**

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

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

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

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

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

Reason(s) for not bidding:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 15<sup>th</sup> day of May 20 07  
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Economic Development Agreement between the Commissioners of Boone County, Missouri and the Centralia Area Chamber of Commerce. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 15<sup>th</sup> day of May, 2007.

ATTEST:

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

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

ECONOMIC DEVELOPMENT AGREEMENT

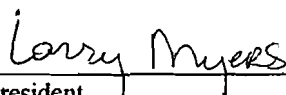
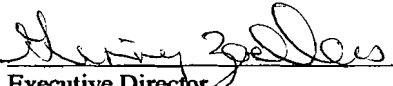
THIS AGREEMENT, dated the 15 day of May, 2007 is made by the Commissioners of Boone County, Missouri and the Centralia Area Chamber of Commerce. It is agreed that the Centralia Chamber of Commerce will provide specific economic development services related to Northern Boone County in exchange for payment Four Thousand Dollars (\$4,000.00), payable upon signature of this Agreement. Such services are intended to promote economic development activities that will, in the short term, as well as the long term, generate additional tax revenues that will benefit the government of Boone County and the citizens at large. Such economic activity is hereby agreed to be good, sufficient and adequate consideration for the funds paid and the services received under this agreement.

These services shall be provided by the Centralia Chamber of Commerce during calendar year 2007. The Centralia Chamber of Commerce agrees to document all expenditures of funds so provided upon request of the County for accounting and auditing purposes.

BOONE COUNTY, MISSOURI  
BY BOONE COUNTY COMMISSION

  
Presiding Commissioner

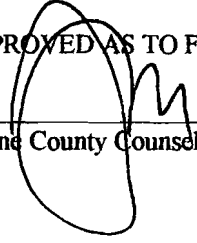
CENTRALIA AREA CHAMBER  
OF COMMERCE

  
President  
  
Executive Director

ATTEST:

  
Wendy Noren, County Clerk



APPROVED AS TO FORM:

  
Boone County Counselor

CERTIFICATION:

In accordance with RSMo 50.660, I  
Hereby certify that a sufficient un-  
Encumbered appropriation balance  
Exists and is available to satisfy the  
Obligations(s) incurred by this  
Contract. (Note: Certification is not  
Required for a term and supply contract  
Or where the terms of the contract do  
Not result in a measurable county  
Obligation.)

1510-8-6686 \$4,000.00

  
Auditor  4/11/07  
Date

**ECONOMIC DEVELOPMENT AGREEMENT**

**THIS AGREEMENT**, dated the 30 day of January, 2007 is made by the Commissioners of Boone County, Missouri and the Centralia Area Chamber of Commerce. It is agreed that the Centralia Chamber of Commerce will provide specific economic development services related to Northern Boone County in exchange for payment Four Thousand Dollars (\$4,000.00), payable upon signature of this Agreement. Such services are intended to promote economic development activities that will, in the short term, as well as the long term, generate additional tax revenues that will benefit the government of Boone County and the citizens at large. Such economic activity is hereby agreed to be good, sufficient and adequate consideration for the funds paid and the services received under this agreement.

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**BOONE COUNTY, MISSOURI  
BY BOONE COUNTY COMMISSION**

**CENTRALIA AREA CHAMBER  
OF COMMERCE**

  
\_\_\_\_\_  
Presiding Commissioner

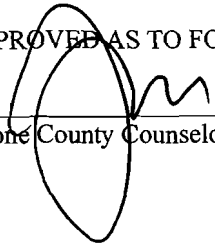
\_\_\_\_\_  
President

\_\_\_\_\_  
Executive Director

ATTEST:

  
\_\_\_\_\_  
Wendy Noren, County Clerk


APPROVED AS TO FORM:

  
\_\_\_\_\_  
Boone County Counselor

**CERTIFICATION:**

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Hereby certify that a sufficient un-  
Encumbered appropriation balance  
Exists and is available to satisfy the  
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Contract. (Note: Certification is not  
Required for a term and supply contract  
Or where the terms of the contract do  
Not result in a measurable county  
Obligation.)

1510-8-6686      \$4,000.00

  
Auditor      Date 1/12/07

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These services shall be provided by the Centralia Chamber of Commerce during calendar year 2007. The Centralia Chamber of Commerce agrees to document all expenditures of funds so provided upon request of the County for accounting and auditing purposes.

BOONE COUNTY, MISSOURI  
BY BOONE COUNTY COMMISSION

CENTRALIA AREA CHAMBER  
OF COMMERCE

  
\_\_\_\_\_  
Presiding Commissioner

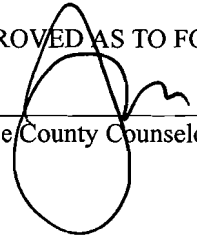
\_\_\_\_\_  
President

\_\_\_\_\_  
Executive Director

ATTEST:

  
\_\_\_\_\_  
Wendy Noren, County Clerk



APPROVED AS TO FORM:

  
\_\_\_\_\_  
Boone County Counselor

CERTIFICATION:

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Hereby certify that a sufficient un-  
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Obligations(s) incurred by this  
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Required for a term and supply contract  
Or where the terms of the contract do  
Not result in a measurable county  
Obligation.)

1510-8-6686 \$4,000.00

  
Auditor by  1/12/07  
Date

RECEIVED FEB 06 2007

ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT, dated the 30 day of January, 2007 is made by the Commissioners of Boone County, Missouri and the Centralia Area Chamber of Commerce. It is agreed that the Centralia Chamber of Commerce will provide specific economic development services related to Northern Boone County in exchange for payment Four Thousand Dollars (\$4,000.00), payable upon signature of this Agreement. Such services are intended to promote economic development activities that will, in the short term, as well as the long term, generate additional tax revenues that will benefit the government of Boone County and the citizens at large. Such economic activity is hereby agreed to be good, sufficient and adequate consideration for the funds paid and the services received under this agreement.

These services shall be provided by the Centralia Chamber of Commerce during calendar year 2007. The Centralia Chamber of Commerce agrees to document all expenditures of funds so provided upon request of the County for accounting and auditing purposes.

BOONE COUNTY, MISSOURI  
BY BOONE COUNTY COMMISSION

CENTRALIA AREA CHAMBER  
OF COMMERCE

  
\_\_\_\_\_  
Presiding Commissioner

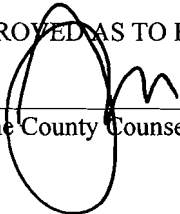
\_\_\_\_\_  
President

\_\_\_\_\_  
Executive Director

ATTEST:

  
\_\_\_\_\_  
Wendy Noren, County Clerk


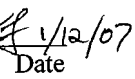
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Boone County Counselor

CERTIFICATION:

In accordance with RSMo 50.660, I  
Hereby certify that a sufficient un-  
Encumbered appropriation balance  
Exists and is available to satisfy the  
Obligations(s) incurred by this  
Contract. (Note: Certification is not  
Required for a term and supply contract  
Or where the terms of the contract do  
Not result in a measurable county  
Obligation.)

1510-8-6686 \$4,000.00

  
Auditor   
Date



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 15<sup>th</sup> day of May 20 07


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

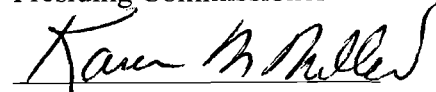
Now on this day the County Commission of the County of Boone does hereby appoint Brian Nuener to the Boone Hospital Board of Trustees to fulfill the interim term expiring on 4/30/2009. The appointee shall hold the office until the next following municipal election, April 2008, when such vacancy shall be filled by election of a trustee to serve during the remainder of the term of his predecessor.

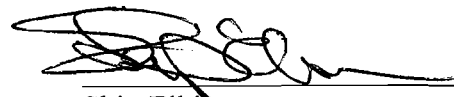
Done this 15<sup>th</sup> day of May, 2007.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner