

121 -2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 8th day of March 20 12

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

Now on this day the County Commission of the County of Boone does hereby accept the dissolution of the Gans Road and US 63 Transportation Development District in accordance with the attached documents.

Done this 8th day of March, 2012.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

GANS ROAD & U.S. 63 TRANSPORTATION DEVELOPMENT DISTRICT

February 22, 2012

RECEIVED

FEB 27 2012

BOONE COUNTY CLERK

Wendy Noren
Clerk Boone County Commission
Boone County Government Building
801 E. Walnut Street
Columbia, MO 65201
Via Certified Mail

Re: Gans Road & US 63 Transportation Development District (the "District") /
Official Election Results, State Auditors Determination, and Order Relating to the
Abolishment of the District


Dear Wendy,

Pursuant to Section 238.275 of the Missouri Transportation Development District Act (Sections 238.200 through 238.280) of the Revised Statutes of Missouri, as amended (the "Act"), the Board of Directors of the Gans Road & U.S. 63 Transportation Development District caused an election to be held throughout the District. The State Auditor has also determined that the District's financial condition is such that it may be abolished. In addition, the Circuit Court of Boone County, Missouri entered its Judgment, Order, and Decree Granting Petition for Abolishment of the Gans Road and U.S. 63 Transportation Development District on February 6, 2012 (the "Order").

I have enclosed a copy of a resolution of the board of directors of the District declaring by majority vote that the District has been abolished pursuant to Section 238.275.5(3) of the Act which includes the aforementioned election results, State Auditor's determination, and the Order.

We ask that the results of the aforementioned election be spread upon the records of the Boone County, Missouri Commission in accordance with Section 238.216.6 of the Act. Finally, this is also being provided as a filing with the commission required pursuant to Section 238.275.5(4) of the Act; therefore, upon this filing and the other filings being made this same date with the parties identified in Section 238.275.5(4), the legal existence of the District shall cease.

Thank you for your attention to this matter.


Valerie Barnes, Secretary of the District

RESOLUTION NO. 2012-2

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE GANS ROAD AND U.S. 63 TRANSPORTATION
DEVELOPMENT DISTRICT DECLARING THE
ABOLISHMENT OF THE TRANSPORTATION
DEVELOPMENT DISTRICT PURSUANT TO SECTION
238.275 RSMo.**

WHEREAS, on December 12, 2006, the Circuit Court of the County of Boone, Missouri, entered a Judgment and Order authorizing the creation of the Gans Road & U.S. 63 Transportation Development District (the "District") under the Missouri Transportation Development District Act, Sections 238.200 through 238.275 of the Revised Statutes of Missouri, as amended (the "Act") for the purpose of acquiring, constructing, financing, operating, and maintaining certain transportation-related improvements (the "Transportation Projects"); and

WHEREAS, the property owners within the District have voted affirmatively by unanimous verified petition that the District be abolished in accordance with Section 238.275.2 RSMo.; and

WHEREAS, said unanimous verified petition was filed with the Circuit Court of Boone, County, Missouri, pursuant to Section 238.216(3) RSMo., which constituted an election required by the Act;

WHEREAS, the District obtained from the Missouri State Auditor a determination that the District's financial condition is such that it may be abolished pursuant to law, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the District has no assets and no Transportation Projects to be conveyed by the District and no debts or obligations and no employees and no affairs to conclude; and

WHEREAS, the Circuit Court of Boone County, Missouri entered its Judgment, Order, and Decree Granting Petition for Abolishment of the Gans Road and U.S. 63 Transportation Development District on February 6, 2012 (the "Order"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, as part of the Order and pursuant to Section 238.275.5, the Circuit Court, as the appropriate election authority, certified that the majority of those voting within the District have voted to abolish the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
THE GANS ROAD AND U.S. 63 TRANSPORTATION DEVELOPMENT DISTRICT AS
FOLLOWS:**

1. The Secretary of the District is authorized to file copies of this resolution with the Secretary of the State of Missouri, the Director of the Missouri Department of Revenue, the Missouri State Highways and Transportation Commission, the Boone County, Missouri Commission, and the City of Columbia, whereupon the legal existence of the District shall cease.

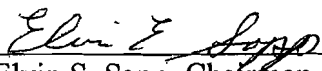
2. The Secretary of the District is authorized to send a certified copy of the Order to the Boone County Clerk and request that the results of the election of the property owners be spread upon the records of the Boone County, Missouri Commission.

3. The Secretary of the District is authorized to take all other actions reasonably required in order to effect the abolishment of the District in accordance with the Act.

4. The Board of Directors hereby declares that the Gans Road and U.S. 63 Transportation Development District has been abolished in accordance with the Act and the Order effective on February 14, 2012.

5. This Resolution shall be in full force and effect from and after its passage by the Board of Directors.

PASSED this 14th day of February, 2012.


Elvin S. Sapp, Chairman of the Board of Directors

Attest:

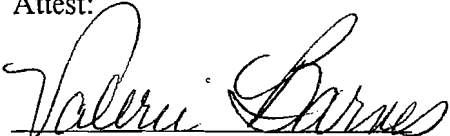

Valerie Barnes, Secretary of the Board of Directors

EXHIBIT A

State Auditor's Letter



Thomas A. Schweich

Missouri State Auditor

Gans Road and U.S. 63
Transportation Development
District



June 2011

Report No. 2011-28

<http://auditor.mo.gov>



CITIZENS SUMMARY

Findings in the audit of the Gans Road and U.S. 63 Transportation Development District

Background

The Gans Road and U.S. 63 Transportation Development District (TDD) was organized in December 2006 and is located in the City of Columbia in Boone County. The qualified voters of the TDD never approved a sales tax and no retail establishments ever operated within the TDD boundaries. Only a portion of the projected transportation construction projects were completed, but the TDD issued several promissory notes. In August 2010, the property owner/developer lost the land within the TDD through foreclosure. The ultimate purchaser of the land also purchased all outstanding TDD promissory notes and canceled them. On March 17, 2011, the TDD Board of Directors approved a resolution formalizing its intent to dissolve the TDD, and the State Auditor's office was notified.

Statutory Requirement

Section 233.275, RSMo, requires the State Auditor to determine the financial status of a TDD before it may be abolished. The law prohibits the abolition of a TDD while there are outstanding claims or causes of action pending against it, if its liabilities exceed its assets, or while the TDD is insolvent, in receivership or under the jurisdiction of a bankruptcy court.

Financial Status

The Gans Road and U.S. 63 TDD had a zero cash balance at March 17, 2011. The only known outstanding liability of the TDD is the cost of this audit, estimated to be \$5,000. The current property owner and the subsequent purchaser of the land within the TDD will share this cost, since the TDD lacks sufficient funds. Based upon our audit, the Board of Directors may proceed with the abolishment of the Gans Road and U.S. 63 TDD.

Because of the limited objective of this audit, no overall rating is provided.

Stimulus Recovery and Investment Act 2009 (and Stimulus)

The Gans Road and U.S. 63 TDD did not receive any federal stimulus monies during the audited time period.

Gans Road and U.S. 63
Transportation Development District
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Thomas A. Schweich

Missouri State Auditor

Elvin Sapp, Chairman
and
Board of Directors
Gans Road and U.S. 63 Transportation Development District
Columbia, Missouri

The State Auditor is required under Section 238.275, RSMo, to audit a transportation development district prior to the question of abolishment being submitted to a vote. On March 17, 2011, the Board of Directors of the Gans Road and U.S. 63 Transportation Development District (TDD) approved a resolution of its intent to dissolve the district and request an audit as required by statute. The State Auditor was subsequently notified of this resolution.


The scope of our audit included, but was not necessarily limited to, January 1, 2011, to March 17, 2011, and the 2 years ended December 31, 2010. The objective of our audit was to evaluate the financial status of the TDD and determine whether it may be abolished pursuant to law.

Our methodology included reviewing minutes of meetings, financial records, and other pertinent documents; and interviewing various personnel of the TDD, as well as certain external parties. We obtained an understanding of internal controls that are significant within the context of the audit objectives and assessed whether such controls have been properly designed and placed in operation. We also obtained an understanding of legal provisions that are significant within the context of the audit objectives, and we assessed the risk that illegal acts, including fraud, and violations of contract, or other legal provisions could occur. Based on that risk assessment, we designed and performed procedures to provide reasonable assurance of detecting instances of noncompliance significant to those provisions.

We conducted our audit in accordance with the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform our audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides such a basis.

The audit determined the Board of Directors can proceed with abolishment of the TDD in accordance with Section 238.275, RSMo.

The accompanying Management Advisory Report presents our finding arising from our audit of the Gans Road and U.S. 63 Transportation Development District.



Thomas A. Schweich
State Auditor

The following auditors participated in the preparation of this report:

Director of Audits: Alice M. Fast, CPA, CGFM, CIA
In-Charge Auditor: Robert L. McArthur II

Gans Road and U.S. 63

Transportation Development District

Management Advisory Report - State Auditor's Findings

Financial Status

Our audit of the Gans Road and U.S. 63 Transportation Development District (TDD) indicates the financial condition of the TDD is such that the TDD may be abolished.

The Gans Road and U.S. 63 Transportation Development District was organized in December 2006 by petition of the owner/developer of property within the proposed district. Shortly after the TDD was established, the property owner/developer sold the property to another developer. The Board of Directors and officers included various employees of the property owner/developer, as well as relatives of the former property owner/developer.

The qualified voters of the TDD, in this case the property owner, never approved the imposition of a sales tax within the boundaries of the district. No retail establishments were ever established in the development to charge such a tax.

The TDD is located in the City of Columbia, in Boone County, near the intersection of Discovery Parkway (Gans Road) and U.S. Highway 63. The TDD has a fiscal year end of December 31. The TDD elected not to have separate financial audits of the TDD conducted beyond the periodic audits performed by the SAO pursuant to Section 238.272, RSMo.

The TDD was formed for the purpose of acquiring property (right-of-way and/or easements) and constructing transportation projects with a total estimated cost of approximately \$29 million. However, only a portion of the proposed transportation projects was completed.

The developer advanced the cost of the TDD share of the completed transportation projects. As of August 1, 2010, the TDD had signed promissory notes totaling approximately \$4.49 million for repayment of project costs plus accrued interest. MoDOT and the City of Columbia were responsible for the remaining costs of the completed projects. They were also the public entities with jurisdiction over the state and local projects, respectively, and accepted dedication of the completed projects.

In August 2010, the property owner/developer lost the land within the boundaries of the TDD through foreclosure. The land was purchased by various creditors of the former property owner/developer. In December 2010, one of these creditors purchased or secured an interest in all 22 TDD promissory notes issued to the former property owner/developer. The sale was contingent upon the resignation of TDD board members associated with the former property owner/developer. The resigning TDD board members were then replaced with members of this creditor's organization.

In March 2011, the same creditor that owned or held secured interest in the TDD promissory notes, purchased the remaining tracts of land within the



Gans Road and U.S. 63
 Transportation Development District
 Management Advisory Report - State Auditor's Findings

boundaries of the TDD (the current property owner). As a result, as of March 2011, all the land within the boundaries of the TDD is owned by the entity. In addition, the remaining TDD promissory notes in which the current property owner had previously acquired a secured interest were purchased by this entity at public auction on April 11, 2011, and on April 14, 2011, all 22 TDD promissory notes were canceled.

On March 17, 2011, the Gans Road and U.S. 63 TDD Board approved a resolution formalizing its intent to dissolve the TDD, authorizing legal counsel and the State Auditor to proceed with all necessary actions as required pursuant to Section 238.275, RSMo.

The State Auditor has performed an audit of the Gans Road and U.S. 63 TDD as required by Section 238.275, RSMo. That statute requires the State Auditor to audit the TDD to determine its financial status, and determine whether the TDD may be abolished pursuant to law. That law also states the board shall not propose the question to abolish the TDD while there are outstanding claims or causes of action pending against it, if its liabilities exceed its assets, or while the TDD is insolvent, in receivership, or under the jurisdiction of a bankruptcy court.

The following table presents the financial activity and cash balances of the TDD for the period January 1, 2011, to March 17, 2011, and the 2 years ended December 31, 2010 (as presented on the cash basis):

	Period January 1, 2011 - March 17, 2011	Year Ended December 31, 2010	Year Ended December 31, 2009
RECEIPTS			
Developer advances	\$ 0	289,016	166,285
Total Receipts	0	289,016	166,285
DISBURSEMENTS			
Streets and roads	0	288,013	166,285
Accounting and auditing	189	0	929
Insurance	0	1,370	1,333
Bank service charges	0	39	80
Total Disbursements	189	289,422	168,627
RECEIPTS OVER (UNDER) DISBURSEMENTS	(189)	(406)	(2,342)
BEGINNING CASH	189	595	2,937
ENDING CASH	\$ 0	189	595



Gans Road and U.S. 63
 Transportation Development District
 Management Advisory Report - State Auditor's Findings

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Year Ended
 December 31,
 2009

166,285
166,285
166,285
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80
68,627
(2,342)
2,937
595

Based on our audit, the cash balance of the TDD at March 17, 2011, was zero. In addition, both MoDOT and the City of Columbia confirmed the TDD has no outstanding liabilities due their entities. The TDD's legal counsel indicated the only known outstanding liability of the TDD is the cost of the State Auditor's audit (estimated at approximately \$5,000). Because the TDD has no funds to cover this final expense, the cost will be shared between the current property owner and the subsequent purchaser of the land within the boundaries of the TDD. This real estate closing is contingent upon the State Auditor's recommendation that the TDD be abolished.

Accordingly, based on our audit of the TDD, the Board of Directors can proceed with the abolishment of the TDD in accordance with Section 238.275, RSMo.

EXHIBIT B

Order

**IN THE CIRCUIT COURT OF BOONE COUNTY
STATE OF MISSOURI**

IN RE:)
The abolishment of the Gans Road and U.S. 63)
Transportation Development District)
)
SAPP-BRISTOL MANAGEMENT GROUP,)
LLC, a Missouri limited liability company,)
)
and)
)
B & E INVESTMENT, INC.,)
a Missouri limited liability company,)
)
and)
)
P1316, LLC,)
a Missouri limited liability company,)
)
Petitioners/Property Owners,)
)
v.)
)
MISSOURI HIGHWAYS AND)
TRANSPORTATION COMMISSION,)
)
and)
)
THE CITY OF COLUMBIA, MISSOURI,)
)
Defendants/Transportation Authorities.)

FILED
BOONE COUNTY
FEB 06 2012
CIRCUIT COURT
COLUMBIA, MO.

Case No. 11BA-CV04546

JUDGMENT, ORDER, AND DECREE
GRANTING PETITION FOR ABOLISHMENT OF THE
GANS ROAD AND U.S. 63 TRANSPORTATION DEVELOPMENT DISTRICT

The Circuit Court of Boone County, Missouri, hereby enters this as its Judgment, Order, and Decree pursuant to the Missouri Transportation Development District Act, Sections 238.200 through 238.280 of the Revised Statutes of Missouri, as amended (the "Act"), granting the Petitioners' Petition (the "Petitioners' Petition"), for the abolishment of the Gans Road and U.S.

63 Transportation Development District (the "District"). Based on the evidence presented to the Court, the Court hereby makes the following findings of fact and conclusions of law:

Parties

1. Sapp-Bristol Management Group, LLC ("O-1") is a Missouri limited liability company in good standing. O-1 previously owned the "O-1 Tract" which was located within the District a description of said O-1 Tract is attached hereto as Exhibit A and incorporated herein by this reference.

2. B & E Investment, Inc. ("O-2") is a Missouri corporation in good standing. O-2 previously was the owner of the "O-2 Tract" which was located within the District a description of said O-2 Tract is attached hereto as Exhibit B and incorporated herein by this reference.

3. P1316, LLC ("O-3") is a Missouri limited liability company in good standing. O-3 now owns the O-1 Tract and the O-2 Tract, having purchased said Tracts from O-1 and O-2 on April 20, 2011.

4. Missouri Highways and Transportation Commission (the "Commission") is the constitutional authority responsible for constructing and maintaining the Missouri Highway system. At the time of the formation of the District, it was a necessary party pursuant to Section 238.207.4(2) of the Act. The address of the Commission is 105 West Capitol Avenue, Jefferson City, Missouri 65101.

5. City of Columbia, Missouri (the "City"), is a political subdivision of the state of Missouri, is a local transportation authority within the meaning of Sections 238.202.1(4) and 238.207.4(2) of the Act, and is a home rule charter city. The address of the City is 701 East Broadway, Columbia, Missouri 65201. The City also was a necessary party pursuant to Section 238.207.4 RSMo.

Findings of Fact

6. O-1 and O-2 were the sole owners of the real estate comprising the land located within the boundaries of the District.

7. On April 20, 2011, O-3 purchased the O-1 Tract and the O-2 Tract from O-1 and O-2. Accordingly, as of this date, O-3 is the sole owner of all of the real estate comprising the land area which formerly was a part of the TDD's District area.

8. At all times mentioned herein, no person who is a registered voter lives or lived on or within the boundaries of the District.

9. Since there were and are no residences or registered voters within the District's boundaries, O-1, O-2, and O-3 were and are the only "qualified voters" pursuant to Section 238.202.2(2) RSMo.

10. The O-1 Tract and O-2 Tract are contiguous.

11. The District was formed pursuant to the Decree signed by the Honorable Judge Gary Oxenhandler on December 12, 2006, in Boone County Circuit Court Case No. 05BA-CV03759.

12. Shortly after the District was formed, the real estate comprising the District was sold to entities owned and controlled by Jose Lindner.

13. Thereafter, the real estate within the District was not developed and no sales taxes were ever collected by the District.

14. Jose Lindner died on September 13, 2010. At the time of his death, numerous creditors of the properties and assets comprising the District's area and other general creditors of Jose Lindner caused certain foreclosure sales to be held, and the real estate comprising the former area of the District was acquired by O-1 and O-2 as a result of and following those

foreclosure sales. Thereafter, O-3 agreed to acquire the O-1 Tract and the O-2 Tract from O-1 and O-2, upon the condition that the District be abolished.

15. Because of the foregoing, neither O-1 nor O-2 nor O-3 (nor any future owners of the subject real estate) were willing to participate in the operation of the District, and resolved to cause the District's abolishment.

16. All known obligations of the District have been canceled, settled, compromised, and have been terminated.

17. The above-named Property Owners requested that the Missouri State Auditor conduct an audit of the District required by Section 238.275 RSMo. In June 2011, the Missouri State Auditor completed such audit and determined that the District's financial condition is such that it may be abolished pursuant to law. A copy of the Missouri State Auditor's determination is attached hereto as Exhibit C and incorporated herein by this reference.

18. Pursuant to Section 238.275 RSMo., the Board of Directors of the District resolved, at a public meeting of the District duly called for such purpose on March 17, 2011, that the District is unable to complete its project, that it approves and authorizes the abolishment of the District following the receipt of the audit by the Missouri State Auditor, and to submit for a vote in an election throughout the District of whether the District should be abolished. A copy of said resolutions is attached hereto as Exhibit D and incorporated herein by this reference.

19. O-1, O-2, and O-3 all joined in filing the unanimous verified petition in this case which serves as an election of the Property Owners in the manner required by Chapter 238 to approve abolishment of the District. A copy of said verified petition is attached hereto as Exhibit E and incorporated herein by this reference.

20. In order to abolish the District, the consent of the City of Columbia was required to be obtained as well as the termination of a "Development Agreement" which purported to create obligations in favor of the City of Columbia by the District. On April 18, 2011, by Council Bill B101-11, the City Council of the City of Columbia consented to the abrogation of the agreement creating obligations on the part of the District in favor of the City, and otherwise consented to the abolishment of the District. A copy of Council Bill B101-11 is attached hereto as Exhibit F and incorporated herein by this reference.

21. The Missouri Highways and Transportation Commission has not objected to the abolishment of the District and was notified of the intention of the above-named Property Owners to effect the abolishment of the District.

22. The District does not have any assets, and there are no transportation improvements to be conveyed by the District to any Transportation Authority.

23. The District has no debts or obligations which in any manner interfere with the abolishment of the District.

24. The District has no employees and no affairs to conclude.

Conclusions Of Law

25. The Court finds that the Answer filed by the Commission does not deny any allegations contained in the Petition, and the Commission has stated that it is not opposed to the abolishment of the District. Accordingly, the Petitioners are entitled to a judgment on the pleadings against the Commission.

26. The Court finds that the City has consented to abolish the District, as well as the termination of a "Development Agreement" which purported to create obligations in favor of the

City of Columbia by the District, by Council Bill B101-11 signed on April 18, 2011. Accordingly, the Petitioners are entitled to a judgment on the pleadings against the City.

BASED ON THE ABOVE FINDINGS OF FACT AND CONCLUSIONS OF LAW, it is the Judgment, Order, and Decree of this Court that:

A. On March 17, 2011, the Property Owners cast their ballot by unanimous verified petition approving abolishment of the District.

B. The filing of the unanimous verified petition constitutes the election required by Chapter 238 to abolish the District.

C. This Court is the appropriate election authority under Section 238.275 RSMo. and hereby certifies that the majority of those voting within the District have voted to abolish the District.

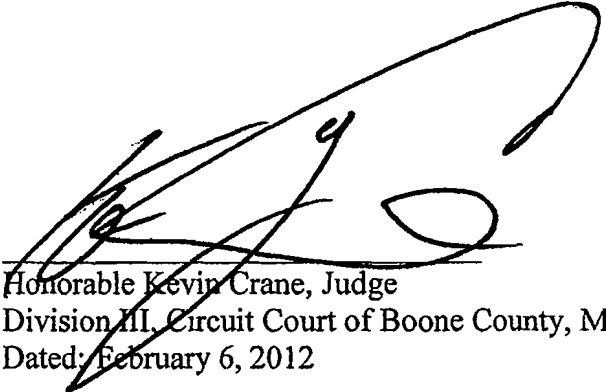
D. The results of the election to abolish the District have been entered upon the records of this Court and a certified copy has been filed with the Boone County Clerk, who shall cause same to be spread upon the records of the Boone County Missouri Commission, pursuant to Section 238.216.6 RSMo.

E. Upon the board of directors of the District declaring by a majority vote at a public meeting of the District that the District has been abolished effective on that date and upon filing a copy of said board's resolution making such declaration with the Secretary of State of Missouri, the Director of the Missouri Department of Revenue, the Boone County Missouri Commission, the City of Columbia, Missouri, and the Missouri Highway and Transportation Commission, the Court finds that all actions required to be taken in order to lawfully effect the abolishment of the District shall have been accomplished and taken, and no further action, act,

certificate, payment, order of this Court, or other event shall be required in order to certify that the District has been abolished, and the legal existence of the District shall cease.

F. Costs taxed to Petitioners.

SO ORDERED:



Honorable Kevin Crane, Judge
Division III, Circuit Court of Boone County, MO
Dated: February 6, 2012

EXHIBIT A

Legal Description of "O-1 Tract"

PARCEL NO. 1:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 48 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT OF LAND DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 2491, PAGE 1 AND THE QUIT-CLAIM DEED RECORDED IN BOOK 2591, PAGE 29 AND PART OF THE SURVEY RECORDED IN BOOK 2537, PAGE 9 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 32-48-12, AS SHOWN IN LAND CORNER DOCUMENT NUMBER 600-68014; THENCE WITH THE QUARTER SECTION LINE OF SAID SECTION 32, N1°36'10"E, 4242.43 FEET TO THE SOUTH LINE OF THE SURVEY RECORDED IN BOOK 253, PAGE 193; THENCE LEAVING SAID QUARTER SECTION LINE AND WITH THE LINES OF SAID SURVEY, S88°05'25"E, 383.04 FEET; THENCE N39°12'15"E, 501.00 FEET TO THE NORTHERNMOST CORNER OF TRACT 1 OF THE SURVEY RECORDED IN BOOK 2591, PAGE 91, THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING CONTINUING WITH THE LINES OF SAID SURVEY IN BOOK 253, PAGE 193, N39°12'15"E, 531.82 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 63; THENCE LEAVING THE LINES OF SAID SURVEY AND WITH THE LINES OF SAID RIGHT-OF-WAY, 1043.56 FEET ALONG A 5140.53-FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S44°08'00"E, 1041.77 FEET; THENCE S50°49'15"E, 328.57 FEET; THENCE S49°56'55"E, 300.00 FEET; THENCE S48°59'35"E, 86.81 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, S41°00'25"W, 688.90 FEET TO THE EASTERNMOST CORNER OF SAID TRACT DESCRIBED BY THE QUIT CLAIM DEED RECORDED IN BOOK 2591, PAGE 29; THENCE WITH THE LINES OF SAID TRACT, CONTINUING S41°00'25"W, 162.15 FEET; THENCE N23°27'05"W, 293.78 FEET; THENCE N41°26'40"W, 315.31 FEET; THENCE N21°32'20"E, 78.58 FEET; THENCE LEAVING THE LINES OF SAID TRACT, N41°26'40"W, 1142.54 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.35 ACRES, MORE OR LESS.

PARCEL NO. 2:

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 32 AND WEST PART OF SECTION 33, BOTH IN TOWNSHIP 48 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT OF LAND DESCRIBED IN THE WARRANTY DEEDS RECORDED IN BOOK 2491, PAGE 1 AND BOOK 2653, PAGE 20 AND PART OF THE TRACT DESCRIBED BY THE SURVEY RECORDED IN BOOK 2537, PAGE 9 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33-48-12, AS SHOWN IN THE SURVEY RECORDED IN BOOK 491, PAGE 140; THENCE WITH THE WEST LINE OF SAID SECTION 33, N1°05'25"E, 53.88 FEET TO THE NORTH RIGHT-OF-WAY LINE OF GANS ROAD, AS DESCRIBED IN CONDEMNATION CASE NUMBER 00CV164394, THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING, WITH SAID RIGHT-OF-WAY, N88°48'55"W, 139.59 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, 967.93 FEET ALONG A 1000.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N50°37'00"E, 930.59 FEET; THENCE N22°53'15"E, 1127.31 FEET; THENCE N67°06'45"W, 50.00 FEET; THENCE 506.29 FEET ALONG A 475.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N36°34'35"W, 482.66 FEET; THENCE N6°02'30"W, 300.13 FEET; THENCE 364.00 FEET ALONG A 475.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N27°59'40"W, 355.16 FEET; THENCE N49°56'55"W, 391.54 FEET; THENCE 385.54 FEET ALONG A 475.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N26°41'45"W, 375.04 FEET; THENCE N3°26'40"W, 392.76 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 63; THENCE WITH SAID RIGHT-OF-WAY LINE, S49°56'55"E, 2471.32 FEET; THENCE S50°35'05"E, 450.03 FEET; THENCE S47°05'10"E, 400.50 FEET; THENCE S42°36'40"E, 218.00 FEET TO THE NORTHWEST LINE OF GANS CREEK SUBDIVISION BLOCK 1, RECORDED IN PLAT BOOK 12, PAGE 90; THENCE WITH THE LINES OF SAID SUBDIVISION AND THE CENTERLINE OF GANS ROAD, S25°02'00"W, 438.12 FEET; THENCE S47°03'00"W, 776.63 FEET; THENCE S58°48'00"W, 233.24 FEET; THENCE S41°53'00"W, 202.38 FEET; THENCE S53°47'00"W, 31.19 FEET; THENCE LEAVING THE LINES OF SAID SUBDIVISION AND SAID CENTERLINE, N36°41'00"W, 24.95 FEET TO THE NORTH RIGHT-OF-WAY LINE OF GANS ROAD AS DESCRIBED IN CONDEMNATION CASE NUMBER 00CV164394; THENCE WITH THE LINES OF SAID RIGHT-OF-WAY, 492.38 FEET ALONG A 745.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S72°15'05"W, 483.47 FEET; THENCE N88°48'55"W, 1085.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 95.40 ACRES.

PARCEL NO. 5:

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 48 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 2653, PAGE 20 AND PART OF THE TRACT DESCRIBED BY THE SURVEY RECORDED IN BOOK 2537, PAGE 9 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 32-48-12 AS SHOWN IN LAND CORNER DOCUMENT NUMBER 600-68014; THENCE WITH THE QUARTER SECTION LINE, N1°36'10"E, 57.37 FEET TO THE NORTH RIGHT-OF-WAY LINE OF GANS ROAD, AS DESCRIBED BY CONDEMNATION CASE NUMBER 00CV164394; THENCE WITH SAID RIGHT-OF-WAY LINE, S88°48'55"E, 1181.21 FEET TO THE SOUTHEAST CORNER OF TRACT 1 OF THE SURVEY RECORDED IN BOOK 2591,

PAGE 91; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND WITH THE LINES OF SAID SURVEY, N1°11'05"E, 576.40 FEET; THENCE S88°48'55"E, 55.41 FEET; THENCE N44°32'30"E, 723.21 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, CONTINUING WITH THE LINES OF SAID SURVEY, N40°54'45"W, 719.35 FEET; THENCE N43°50'15"E, 379.79 FEET; THENCE N9°34'20"W, 324.22 FEET; THENCE N60°29'00"E, 606.68 FEET; THENCE N8°54'00"W, 429.00 FEET; THENCE N23°27'05"W, 27.20 FEET; THENCE LEAVING THE LINES OF SAID SURVEY, N48°33'20"E, 218.78 FEET; THENCE S41°26'40"E, 712.66 FEET; THENCE S42°22'00"W, 632.72 FEET; THENCE S17°20'50"E, 701.91 FEET; THENCE S36°49'45"W, 709.68 FEET; THENCE N40°54'45"W, 277.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 29.73 ACRES, MORE OR LESS.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS OF LAND ALL THAT PART CONVEYED TO THE STATE OF MISSOURI, ACTING BY AND THROUGH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, BY WARRANTY DEED DATED NOVEMBER 1, 2007 AND RECORDED IN BOOK 3267, PAGE 129, RECORDS OF BOONE COUNTY, MISSOURI, AND CORRECTED BY INSTRUMENT DATED JULY 9, 2010 AND RECORDED IN BOOK 3679, PAGE 113, RECORDS OF BOONE COUNTY, MISSOURI.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCELS OF LAND ALL THAT PART CONVEYED TO COLUMBIA MUTUAL INSURANCE COMPANY, A MISSOURI CORPORATION, BY WARRANTY DEED DATED MARCH 26, 2010 AND RECORDED IN BOOK 3619, PAGE 163, RECORDS OF BOONE COUNTY, MISSOURI.

EXHIBIT B

Legal Description of "O-2 Tract"

PARCEL NO. 3:

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 33, TOWNSHIP 48 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 2491, PAGE 2, AND PART OF THE TRACT DESCRIBED BY THE SURVEY RECORDED IN BOOK 2537, PAGE 9 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33-48-12, AS SHOWN IN THE SURVEY RECORDED IN BOOK 491, PAGE 140; THENCE WITH THE WEST LINE OF SAID SECTION 33, N1°05'25"E, 53.88 FEET TO THE NORTH RIGHT-OF-WAY LINE OF GANS ROAD, AS DESCRIBED IN CONDEMNATION CASE NUMBER 00CV164394; THENCE WITH SAID RIGHT-OF-WAY, N88°48'55"W, 139.59 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, 173.48 FEET ALONG A 1000.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N73°22'35"E, 173.26 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING, N40°53'40"W, 38.06 FEET TO SAID WEST LINE OF SECTION 33; THENCE WITH SAID SECTION LINE, N1°05'25"E, 2992.00 FEET; THENCE LEAVING SAID SECTION LINE, 214.39 FEET ALONG A 475.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S37°01'05"E, 212.58 FEET; THENCE S49°56'55"E, 391.54 FEET; THENCE 364.00 FEET ALONG A 475.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S27°59'40"E, 355.16 FEET; THENCE S6°02'30"E, 300.13 FEET; THENCE 506.29 FEET ALONG A 475.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S36°34'35"E, 482.66 FEET; THENCE S67°06'45"E, 50.00 FEET; THENCE S22°53'15"W, 1127.31 FEET; THENCE 794.45 FEET ALONG A 1000.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S45°38'50"W, 773.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 40.25 ACRES.

PARCEL NO. 4:

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 48 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 2491, PAGE 2, AND PART OF THE TRACT DESCRIBED BY THE SURVEY RECORDED IN BOOK 2537, PAGE 9 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32-48-12, AS SHOWN IN THE SURVEY RECORDED IN BOOK 491, PAGE 140; THENCE WITH THE EAST LINE

OF SAID SECTION 32, N1°05'25"E, 53.88 FEET TO THE NORTH RIGHT-OF-WAY LINE OF GANS ROAD, AS DESCRIBED IN CONDEMNATION CASE NUMBER 00CV164394; THENCE WITH SAID RIGHT-OF-WAY, N88°48'55"W, 139.59 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, 173.48 FEET ALONG A 1000.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N73°22'35"E, 173.26 FEET; THENCE N40°53'40"W, 38.06 FEET TO SAID EAST LINE OF SECTION 32, THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING, LEAVING SAID SECTION LINE AND CONTINUING N40°53'40"W, 1097.85 FEET; THENCE N36°49'45"E, 709.68 FEET; THENCE N17°20'50"W, 701.91 FEET; THENCE N42°22'00"E, 632.72 FEET; THENCE N41°26'40"W, 712.66 FEET; THENCE S48°33'20"W, 218.78 FEET; THENCE N23°27'05"W, 187.88 FEET; THENCE N41°00'25"E, 851.05 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 63; THENCE WITH SAID RIGHT-OF-WAY, S48°59'35"E, 213.23 FEET; THENCE S49°56'55"E, 78.68 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, S3°26'40"E, 392.76 FEET; THENCE 171.14 FEET ALONG A 475.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S13°46'00"E, 170.22 FEET TO SAID EAST LINE OF SECTION 32; THENCE WITH SAID SECTION LINE, S1°05'25"W, 2992.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.45 ACRES.

EXHIBIT C

Missouri State Auditor's Determination



Thomas A. Schweich
Missouri State Auditor

Gans Road and U.S. 63 Transportation Development District



June 2011

Report No. 2011-28

<http://auditor.mo.gov>



Findings in the audit of the Gans Road and U.S. 63 Transportation Development District

Background

The Gans Road and U.S. 63 Transportation Development District (TDD) was organized in December 2006 and is located in the City of Columbia in Boone County. The qualified voters of the TDD never approved a sales tax, and no retail establishments have operated within the TDD boundaries. Only a portion of the projected transportation construction project were completed, but the TDD signed several promissory notes. In August 2010, the property owner/developer lost the land within the TDD through foreclosure. The ultimate purchaser of the land also purchased all outstanding TDD promissory notes and cancelled them. On March 1, 2011, the TDD Board of Directors approved a resolution formalizing its intent to dissolve the TDD, and the State Auditor's office was notified.

Statutory Requirement

Section 238.275, RSMo, requires the State Auditor to determine the financial status of a TDD before it may be abolished. The law prohibits the abolition of a TDD while there are outstanding claims or causes of action pending against it, its liabilities exceed its assets, or while the TDD is insolvent in receivership or under the jurisdiction of a bankruptcy court.

Financial Status

The Gans Road and U.S. 63 TDD had a zero cash balance at March 17, 2011. The only known outstanding liability of the TDD is the cost of this audit, estimated to be \$5,000. The current property owner and the subsequent purchaser of the land within the TDD will share this cost since the TDD lacks sufficient funds. Based upon our audit, the Board of Directors may proceed with the abolishment of the Gans Road and U.S. 63 TDD.

Because of the limited objective of this audit, no overall rating is provided.

American Recovery and Investment Act 2009 (Federal Stimulus)

The Gans Road and U.S. 63 TDD did not receive any federal stimulus monies during the audited time period.

Gans Road and U.S. 63
Transportation Development District
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Thomas A. Schweich

Missouri State Auditor

Elvin Sapp, Chairman
and
Board of Directors
Gans Road and U.S. 63 Transportation Development District
Columbia, Missouri

The State Auditor is required under Section 238.275, RSMo, to audit a transportation development district prior to the question of abolishment being submitted to a vote. On March 17, 2011, the Board of Directors of the Gans Road and U.S. 63 Transportation Development District (TDD) approved a resolution of its intent to dissolve the district and request an audit as required by statute. The State Auditor was subsequently notified of this resolution.

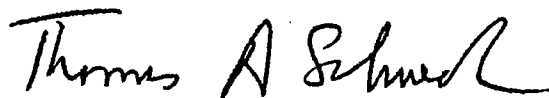
The scope of our audit included, but was not necessarily limited to, January 1, 2011, to March 17, 2011, and the 2 years ended December 31, 2010. The objective of our audit was to evaluate the financial status of the TDD and determine whether it may be abolished pursuant to law.

Our methodology included reviewing minutes of meetings, financial records, and other pertinent documents; and interviewing various personnel of the TDD, as well as certain external parties. We obtained an understanding of internal controls that are significant within the context of the audit objectives and assessed whether such controls have been properly designed and placed in operation. We also obtained an understanding of legal provisions that are significant within the context of the audit objectives, and we assessed the risk that illegal acts, including fraud, and violations of contract, or other legal provisions could occur. Based on that risk assessment, we designed and performed procedures to provide reasonable assurance of detecting instances of noncompliance significant to those provisions.

We conducted our audit in accordance with the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform our audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides such a basis.

The audit determined the Board of Directors can proceed with abolishment of the TDD in accordance with Section 238.275, RSMo.

The accompanying Management Advisory Report presents our finding arising from our audit of the Gans Road and U.S. 63 Transportation Development District.



Thomas A. Schweich
State Auditor

The following auditors participated in the preparation of this report:

Director of Audits: Alice M. Fast, CPA, CGFM, CIA
In-Charge Auditor: Robert L. McArthur II

Financial Status

Our audit of the Gans Road and U.S. 63 Transportation Development District (TDD) indicates the financial condition of the TDD is such that the TDD may be abolished.

The Gans Road and U.S. 63 Transportation Development District was organized in December 2006 by petition of the owner/developer of property within the proposed district. Shortly after the TDD was established, the property owner/developer sold the property to another developer. The Board of Directors and officers included various employees of the property owner/developer, as well as relatives of the former property owner/developer.

The qualified voters of the TDD, in this case the property owner, never approved the imposition of a sales tax within the boundaries of the district. No retail establishments were ever established in the development to charge such a tax.

The TDD is located in the City of Columbia, in Boone County, near the intersection of Discovery Parkway (Gans Road) and U.S. Highway 63. The TDD has a fiscal year end of December 31. The TDD elected not to have separate financial audits of the TDD conducted beyond the periodic audits performed by the SAO pursuant to Section 238.272, RSMo.

The TDD was formed for the purpose of acquiring property (right-of-way and/or easements) and constructing transportation projects with a total estimated cost of approximately \$29 million. However, only a portion of the proposed transportation projects was completed.

The developer advanced the cost of the TDD share of the completed transportation projects. As of August 1, 2010, the TDD had signed promissory notes totaling approximately \$4.49 million for repayment of project costs plus accrued interest. MoDOT and the City of Columbia were responsible for the remaining costs of the completed projects. They were also the public entities with jurisdiction over the state and local projects, respectively, and accepted dedication of the completed projects.

In August 2010, the property owner/developer lost the land within the boundaries of the TDD through foreclosure. The land was purchased by various creditors of the former property owner/developer. In December 2010, one of these creditors purchased or secured an interest in all 22 TDD promissory notes issued to the former property owner/developer. The sale was contingent upon the resignation of TDD board members associated with the former property owner/developer. The resigning TDD board members were then replaced with members of this creditor's organization.

In March 2011, the same creditor that owned or held secured interest in the TDD promissory notes, purchased the remaining tracts of land within the



Gans Road and U.S. 63
 Transportation Development District
 Management Advisory Report - State Auditor's Findings

boundaries of the TDD (the current property owner). As a result, as of March 2011, all the land within the boundaries of the TDD is owned by this entity. In addition, the remaining TDD promissory notes in which the current property owner had previously acquired a secured interest were purchased by this entity at public auction on April 11, 2011, and on April 14, 2011, all 22 TDD promissory notes were canceled.

On March 17, 2011, the Gans Road and U.S. 63 TDD Board approved a resolution formalizing its intent to dissolve the TDD, authorizing legal counsel and the State Auditor to proceed with all necessary actions as required pursuant to Section 238.275, RSMo.

The State Auditor has performed an audit of the Gans Road and U.S. 63 TDD as required by Section 238.275, RSMo. That statute requires the State Auditor to audit the TDD to determine its financial status, and determine whether the TDD may be abolished pursuant to law. That law also states the board shall not propose the question to abolish the TDD while there are outstanding claims or causes of action pending against it, if its liabilities exceed its assets, or while the TDD is insolvent, in receivership, or under the jurisdiction of a bankruptcy court.

The following table presents the financial activity and cash balances of the TDD for the period January 1, 2011, to March 17, 2011, and the 2 years ended December 31, 2010 (as presented on the cash basis):

	Period January 1, 2011 - March 17, 2011	Year Ended December 31, 2010	Year Ended December 31, 2009
RECEIPTS			
Developer advances	\$ 0	289,016	166,285
Total Receipts	0	289,016	166,285
DISBURSEMENTS			
Streets and roads	0	288,013	166,285
Accounting and auditing	189	0	929
Insurance	0	1,370	1,333
Bank service charges	0	39	80
Total Disbursements	189	289,422	168,627
RECEIPTS OVER (UNDER) DISBURSEMENTS	(189)	(406)	(2,342)
BEGINNING CASH	189	595	2,937
ENDING CASH	\$ 0	189	595



Gans Road and U.S. 63
 Transportation Development District
 Management Advisory Report - State Auditor's Findings

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Year Ended
 December 31,
 2009

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166,285
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1,333
80
168,627
(2,342)
2,937
595

Based on our audit, the cash balance of the TDD at March 17, 2011, was zero. In addition, both MoDOT and the City of Columbia confirmed the TDD has no outstanding liabilities due their entities. The TDD's legal counsel indicated the only known outstanding liability of the TDD is the cost of the State Auditor's audit (estimated at approximately \$5,000). Because the TDD has no funds to cover this final expense, the cost will be shared between the current property owner and the subsequent purchaser of the land within the boundaries of the TDD. This real estate closing is contingent upon the State Auditor's recommendation that the TDD be abolished.

Accordingly, based on our audit of the TDD, the Board of Directors can proceed with the abolishment of the TDD in accordance with Section 238.275, RSMo.

EXHIBIT D

Board of Directors Resolution to Abolish the District

RESOLUTION NO. 2011-4

**A RESOLUTION OF THE GANS ROAD AND U.S. 63
TRANSPORTATION DEVELOPMENT DISTRICT
AUTHORIZING THE TERMINATION OF THE
TRANSPORTATION DEVELOPMENT DISTRICT
PURSUANT TO SECTION 238.275 RSMo.**

WHEREAS, on December 12, 2006, the Circuit Court of the County of Boone, Missouri, entered a Judgment and Order authorizing the creation of the District under the Missouri Transportation Development District Act, Sections 238.200 through 238.275 of the Revised Statutes of Missouri, as amended (the "Act") for the purpose of acquiring, constructing, financing, operating, and maintaining certain transportation-related improvements (the "Transportation Projects"); and

WHEREAS, no businesses generating sales tax revenues or other revenues for the District have located within the District; and

WHEREAS, the operation of the District prior to this date was under the control of certain entities owned and controlled by Jose Lindner, and the Directors are uncertain as to whether all necessary requirements for the proper operation of the District were complied with; and

WHEREAS, the property owners (Sapp-Bristol Management Group, LLC, and B & E Investment, Inc.) have contracted for the sale of the real estate comprising the District to a third party who requires that the District's existence be terminated in accordance with Section 238.275 RSMo.; and

WHEREAS, to the best of the knowledge and belief of the Directors and their legal advisor, the District is now or will be eligible for liquidation and termination pursuant to Section 238.275 RSMo., within the next 30 to 45 days as confirmation of the District's eligibility for such liquidation is confirmed, and as obligations of the District are cancelled; and

WHEREAS, property owners have voted affirmatively that the District be abolished in accordance with Section 238.275.2 RSMo.; and

WHEREAS, the District has no revenues, has no assets, does not own any real or personal property; and

WHEREAS, the District intends to seek from the Missouri State Auditor a determination that the District's financial condition is such that it may be abolished.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
THE GANS ROAD AND U.S. 63 TRANSPORTATION DEVELOPMENT DISTRICT AS
FOLLOWS:**

1. The Board of Directors hereby authorizes the termination of the Gans Road and U.S. 63 Transportation Development District in accordance with the terms and conditions of Section 238.275 RSMo.

2. The Board of Directors hereby authorizes the officers and directors of the District, and each of them, to execute such documents, take such actions, provide such certifications, and to provide such notices to interested parties as may be reasonably required in order to abolish the District pursuant to Section 238.275 RSMo.

3. The Board of Directors hereby authorizes legal counsel for the District to file a petition with the Circuit Court of Boone County, Missouri, seeking confirmation and a judicial declaration as to the termination of the existence of the District.

4. The Board of Directors hereby authorizes legal counsel on behalf of the District to file a notice and request of the Missouri State Auditor that the State Auditor determine that the District's financial condition is such that it may be abolished pursuant to the laws of the state of Missouri.

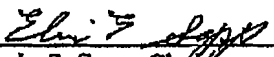
5. To certify that at this meeting the Directors by a majority vote have resolved and declared that the District shall be abolished as soon as reasonably possible hereafter.

6. The Secretary of the District is authorized to make certified copies of the foregoing resolutions and file same with the Secretary of State, the Director of Revenue, the Missouri State Highways and Transportation Commission, and the City of Columbia.

7. To take all other actions reasonably required in order to effect the termination of the existence of the District in accordance with Section 238.275 RSMo.

8. This Resolution shall be in full force and effect from and after its passage by the Board of Directors.

PASSED this 17th day of March, 2011.


Elvin S. Sapp, Chairman of the Board of Directors

(SEAL)

Attest:



Valerie Barnes, Secretary of the Board of Directors

EXHIBIT E

Election of the Property Owners to Abolish the District

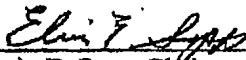
RESOLUTION NO. 2011-1

A RESOLUTION OF THE GANS ROAD AND U.S. 63
TRANSPORTATION DEVELOPMENT DISTRICT CALLING
AN ANNUAL MEETING OF THE PROPERTY OWNERS
WITHIN THE DISTRICT

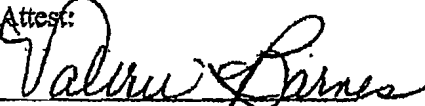
BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GANS ROAD AND
U.S. 63 TRANSPORTATION DEVELOPMENT DISTRICT AS FOLLOWS:

The Gans Road and U.S. 63 Transportation Development District (the "District")
hereby calls an annual meeting of the property owners located within the District for
the election of directors and other such matters as may be discussed and approved,
such meeting to be held in the manner required by Section 238.220.2(3) RSMo.

Passed this 17th day of March, 2011.


Elvin E. Sapp, Chairman of the Board of Directors

(SEAL)

Attest:

Valerie Barnes, Secretary of the Board of Directors

**MINUTES OF MEETING OF THE
OWNER OF REAL PROPERTY LOCATED WITHIN
THE GANS ROAD AND U.S. 63 TRANSPORTATION DEVELOPMENT DISTRICT**

The annual meeting of the owners of the real property located within the Gans Road and U.S. 63 Transportation Development District (the "District") was held on March 17, 2011, at 9:30 a.m. in Conference Room 1A in the City of Columbia Office Building, 701 East Broadway, Columbia, Missouri, for the purpose of electing members of the Board of Directors of the District pursuant to the Bylaws adopted by the District, and other such matters as may be discussed in said meeting.

The following persons (representing all of the property owners within the District) were present at the meeting:

<u>Name</u>	<u>Present/Absent</u>
Elvin E. Sapp, representing, proxy for, and authorized agent of Sapp-Bristol Management Group, LLC ("Sapp-Bristol"), as a record owner of approximately 73.07 acres located within the District	Present
Elvin E. Sapp, representing, proxy for, and authorized agent of B & E Investment, Inc. ("B & E") as a record owner of approximately 76.7 acres located within the District	Present
Craig A. Van Matre, representing the District	Present

Upon a motion duly made and unanimously carried, Mr. Sapp was elected as temporary chairman of the meeting, and Mr. Van Matre was elected temporary secretary of the meeting.

The Chairman stated that the next order of business was the election of successors for the five members of the Board of Directors of the District whose terms have expired or who have resigned. The following individuals were nominated for election as Directors to act as such until their successor are duly elected or appointed, to-wit:

Elvin E. Sapp, Columbia, Missouri
Valerie Barnes, Columbia, Missouri
Billy G. Sapp, Columbia, Missouri
Lowell B. Patterson, Columbia, Missouri
Justin Barnes, Columbia, Missouri

The Chairman announced that this meeting of the Property Owners had been called pursuant to Section 238.220.2(3) of the Missouri Transportation Development District Act, for the purpose

of electing membership on the Board of Directors with terms of office of one (1) year. Whereupon, the Property Owners cast their votes and the following persons were elected to the Board of Directors. Said persons were elected for a one (1) year term of office or until their respective successor is duly elected and qualified:

<u>Name of Director Elected</u>	<u># of Votes Received</u>	<u>Term of Office</u>
Elvin B. Sapp	29.77	1-year term beginning March 17, 2011
Valerie Barnes	30.0	1-year term beginning March 17, 2011
Billy G. Sapp	30.0	1-year term beginning March 17, 2011
Lowell B. Patterson	30.0	1-year term beginning March 17, 2011
Justin Barnes	30.0	1-year term beginning March 17, 2011

The secretary of the meeting was instructed to communicate the fact of Mr. Sapp's, Ms. Barnes', Mr. Sapp's, Mr. Patterson's, and Mr. Barnes' election to the Board of Directors of the District as soon as possible.

Mr. Van Matre, as legal counsel to the District, distributed to the Property Owners a copy of a "Development Agreement" dated June 10, 2006, and recorded on August 25, 2006, in Book 3009 at Page 94 of the Records of Boone County, Missouri. Said Development Agreement was entered into between the City of Columbia and certain predecessors in title to the Property Owners, and specified certain reimbursements and infrastructure improvements to be made by the District. Although said improvements referred to in said Development Agreement have been completed, the District never reimbursed either predecessor Property Owners or the current Property Owners for any costs incurred in constructing said improvements; nor did the District reimburse the City of Columbia for any costs incurred by the City. As hereafter recited, the Directors of the District will be instructed that the Property Owners desire that the District's existence be terminated, and in order to effect such termination, it is necessary for said Development Agreement to be rescinded. Whereupon, the Property Owners, having been furnished with a copy of said Development Agreement, declared that they did not intend to seek any reimbursement from the District for any expenses incurred by either the Property Owners or any predecessors in title to the Property Owners, and consented to the rescission and termination of said Development Agreement. The Property Owners authorized legal counsel to communicate to the Directors of the District that the Property Owners have no objection to and consent to the termination of said Development Agreement as soon as it can be negotiated and arranged with the City of Columbia.

Next, Mr. Van Matre, as legal counsel, distributed to the Property Owners a copy of Section 238.275 RSMo. titled "Projects, Transfer to Commission or Authority, When – Abolishment of District, Procedures, Duties." Mr. Van Matre explained that it was the announced intention of the Property Owners to accomplish the cancellation and termination of the District's indebtedness in order to arrange for the liquidation of the District, and it was Mr. Van Matre's understanding and belief that the District had completed its projects and was in a position to be liquidated and abolished pursuant to said statute. Whereupon, Mr. Van Matre offered to the Property Owners for their

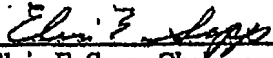
consideration a resolution authorizing the termination and abolishment of the District in accordance with Section 238.275 RSMo. Whereupon the Property Owners unanimously voted for and approved of the abolishment, liquidation, and termination of the District pursuant to Section 238.275 RSMo., and consented to the Directors of the District taking all necessary actions and steps required in order to confirm the termination of the District. The District does not own any real or personal property, and there are no revenues due and owing to the District. The District's obligations have been or will be terminated and canceled within the next 30 days, it is reasonably believed. Accordingly, there is no good reason to maintain the existence of the District under the circumstances and its termination was deemed acceptable and consented to in all respects by the above-named Property Owners.

The Property Owners hereby authorize the officers of District to represent, certify, and confirm that when presented with the following question:

"Shall the Gans Road and U.S. 63 Transportation Development District be abolished?"

the Property Owners unanimously voted in the affirmative.

There being no further business to come before the owners of the real property located within the District, upon motion duly made, seconded, and unanimously carried, the meeting was adjourned.


Elvin E. Sapp, Chairman of the Meeting
and duly authorized agent of the Property Owners,
Sapp-Bristol Management Group, LLC,
and B & E Investment, Inc.

Approved:


Craig A. Van Matre, Secretary of meeting

PROXY

Elvin E. Sapp, as a member and authorized agent of Sapp-Bristol Management Group, LLC ("Sapp-Bristol") as record owner of the "Sapp-Bristol Tract" located within the Gans Road and U.S. 63 Transportation Development District (the "District") hereby designates Elvin E. Sapp, as the representative and proxy of Sapp-Bristol authorized to represent Sapp-Bristol, and to propose, vote, and sign the necessary documents on behalf of Sapp-Bristol freely, and in accordance with his own opinion, at the meeting of the owners of the real property located within the District to be held on March 17, 2011, at 9:30 a.m. in Conference room 1A, City of Columbia Offices, 701 East Broadway, Columbia, Missouri.

This proxy is offered in connection with Sapp-Bristol's 73.07 votes.

Sapp-Bristol understands that all votes represented by properly executed, returned, and unrevoked proxies will be considered present at such meeting for the purposes of determining a quorum and conducting business.

DATED: March 17, 2011.

Sapp-Bristol Management Group, LLC

By: 
Elvin E. Sapp, Manager and Authorized Agent

PROXY

Elvin E. Sapp, as a member and authorized agent of B & E Investment, Inc. ("B & E") as record owner of the "B & E Tract" located within the Gans Road and U.S. 63 Transportation Development District (the "District") hereby designates Elvin E. Sapp, as the representative and proxy of B & E authorized to represent B & E and to propose, vote, and sign the necessary documents on behalf of B & E freely, and in accordance with his own opinion, at the meeting of the owners of the real property located within the District to be held on March 17, 2011, at 9:30 a.m. in Conference room 1A, City of Columbia Offices, 701 East Broadway, Columbia, Missouri.

This proxy is offered in connection with B & E's 76.7 votes.

B & E understands that all votes represented by properly executed, returned, and unrevoked proxies will be considered present at such meeting for the purposes of determining a quorum and conducting business.

DATED: March 17, 2011.

B & E Investment, Inc.

By:


Elvin E. Sapp, President and Authorized
Agent

020948

Permanent Record
Filed in Clerk's Office

Introduced by McDavid

First Reading 4-4-11

Second Reading 4-18-11

Ordinance No. 020948

Council Bill No. B 101-11

AN ORDINANCE

authorizing an agreement to abrogate the development agreement with B & E Investment, Inc. and Sapp-Bristol Management Group, LLC for the Bristol Lake Development and related road improvements; directing the City Clerk to have the agreement recorded; superseding a portion of Ordinance No. 019009; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement to abrogate the development agreement with B & E Investment, Inc. and Sapp-Bristol Management Group, LLC for the Bristol Lake Development and related road improvements. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The City Clerk is authorized and directed to have the agreement recorded in the office of the Boone County Recorder of Deeds.

SECTION 3. That portion of Ordinance No. 019009, passed on May 1, 2006, which pertains to construction of the Gans Road/U.S. Highway 63 Interchanged, relocated Gans Road and Ponderosa Street improvements are superseded by this ordinance and the abrogation agreement.

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

PASSED this 16th day of April, 2011.



Recorded in Boone County, Missouri
Date and Time: 04/20/2011 at 02:05:03 PM
Instrument #: 2011007001 Book:3790 Page:24
Grantor: COLUMBIA CITY OF
Grantee: COLUMBIA CITY OF

Instrument Type: AGR
Recording Fee: \$30.00 E
No. of Pages: 4

Bettie Johnson
Bettie Johnson, Recorder of Deeds



**RECORDER OF DEEDS CERTIFICATE
BOONE COUNTY, MISSOURI
EXEMPT DOCUMENT**

This document has been recorded under exempt status pursuant to RSMo 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Bettie Johnson
Recorder of Deeds
801 E. Walnut, Room 132
Columbia, Missouri 65201
573-886-4345

THIS PAGE HAS BEEN RECORDED AS THE FIRST PAGE OF YOUR DOCUMENT - DO NOT REMOVE THIS PAGE

ABROGATION AGREEMENT

This Abrogation Agreement is entered into this ~~20th~~ day of April, 2011, by and between the City of Columbia, Missouri, a municipal corporation ("City"), and the following named entities, all of which are owned or controlled by Elvin E. Sapp, to-wit: B & E Investment, Inc., a Missouri corporation, Sapp-Bristol Management Group, LLC, a Missouri limited liability company (collectively referred to as the "Sapp Entities").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Sapp Entities agree as follows:

1. **Termination of TDD:** The Gans Road and U.S. 63 Transportation Development District (the "TDD") was created by a Decree of the Circuit Court of Boone County, Missouri, on December 12, 2006. Said TDD is the TDD referred to in that certain "Development Agreement" dated June 10, 2006, which has been recorded in Book 3009 at Page 94 of the records of Boone County, Missouri, a copy of which is attached hereto (the "Development Agreement"). The Sapp Entities desire that the existence of the TDD be terminated pursuant to Section 238.275 RSMo. In order to effect that termination, the abrogation of the Development Agreement is necessary. This Abrogation Agreement has been executed in order to comply with the requirements of Section 238.275 RSMo. and to assist in the termination of the existence of the TDD.
2. **Sapp Entities as Successors in Interest:** The Sapp Entities described above are substantially owned and controlled by Elvin E. Sapp. The Sapp Entities are the Assignees of all rights and benefits under the below-described development Agreement as a result of a separate assignment to the Sapp Entities by Bristol 6789, LLC, a Missouri limited liability company, Bristol Lake Investment Company, LLC, a Missouri limited liability company, and Bristol 124, LLC, a Missouri limited liability company, of all said Assignors' rights under the Development Agreement. B & E Investment, Inc., a Missouri corporation and Sapp-Bristol Management Group, L.L.C., a Missouri limited liability company now own all of the real estate which was formerly subject to and affected by the Development Agreement. As successors in interest to the title to the real estate which comprises all of the land within the Transportation Development District governed by the TDD, the Sapp Entities are the "real parties in interest" with respect to both the termination of the TDD and the abrogation of the Development Agreement.
3. **Abrogation of Development Agreement:** The City and the Sapp Entities agree that the Development Agreement shall be and is hereby declared to be abrogated and of no further force or effect.
4. **No Obligations Owed to City:** The City affirmatively states that no obligations are owed to the City by the TDD.

5. **Effective Date of Abrogation:** This Agreement shall become effective upon execution. Upon execution that portion of City Ordinance No. 19009 as finally passed on May 1, 2006, which pertains to construction of the Gans Road/U.S. Highway 63 Interchange, relocated Gans Road and Ponderosa Street improvements, shall be superseded by this Abrogation Agreement and by the Ordinance which authorizes the execution of this Abrogation Agreement.

6. **Ownership of Real Estate:** The Sapp Entities certify and represent that as of the date of this Agreement, one or more of the Sapp Entities named above owns and has beneficial and legal title to all of the property located within the boundaries of the TDD, and that no person resides on or is entitled to vote with respect to the creation or liquidation of the TDD other than the pertinent Sapp Entities. The Sapp Entities have voted to allow the termination of the TDD in accordance with the laws of the state of Missouri, and have requested that the City consent thereto.

7. **Binding Effect:** This Abrogation Agreement shall be binding upon the parties hereto and shall inure to the benefit of their respective successors and assigns.

IN WITNESS WHEREOF, the City and the Sapp Entities have executed this Abrogation Agreement to be effective on the 20th day of April, 2011.

City of Columbia, Missouri ("City")

Attest:

By:

Sheela Amin
Sheela Amin, City Clerk

By:

Paula Hertwig Hopkins
Paula Hertwig Hopkins, Acting City Manager
Interim

Approved as to Form:

By:

Fred Boeckmann
Fred Boeckmann, City Counselor

B & E Investment, Inc.,
Sapp-Bristol Management Group, LLC,
("Sapp Entities").

By:

Elvin E. Sapp
Elvin E. Sapp, President of B & E Investment,
Inc., and Manager of Sapp-Bristol Management
Group, LLC

EXHIBIT F

City of Columbia Council Bill B101-11

020948

Introduced by McDavid

First Reading 4-4-11

Second Reading 4-18-11

Ordinance No. 020948

Council Bill No. B 101-11

Permanent Record
Filed in Clerk's Office

AN ORDINANCE

authorizing an agreement to abrogate the development agreement with B & E Investment, Inc. and Sapp-Bristol Management Group, LLC for the Bristol Lake Development and related road improvements; directing the City Clerk to have the agreement recorded; superseding a portion of Ordinance No. 019009; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement to abrogate the development agreement with B & E Investment, Inc. and Sapp-Bristol Management Group, LLC for the Bristol Lake Development and related road improvements. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The City Clerk is authorized and directed to have the agreement recorded in the office of the Boone County Recorder of Deeds.

SECTION 3. That portion of Ordinance No. 019009, passed on May 1, 2006, which pertains to construction of the Gans Road/U.S. Highway 63 Interchanged, relocated Gans Road and Ponderosa Street improvements are superseded by this ordinance and the abrogation agreement.

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

PASSED this 18th day of April, 2011.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 8th day of March 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between Jennifer L. King and Boone County, Missouri for personal training services. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of March, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent _____
Skip Elkin
District II Commissioner

PERSONAL TRAINER SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of Feb, 2012, by and between Boone County, a political subdivision of the State of Missouri, hereinafter referred to as the "County" and Jennifer L. King, a certified personal trainer, hereinafter referred to as "Trainer."

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the efficient and effective administration of law enforcement services by the Boone County Sheriff's Department; and

WHEREAS, County desires to engage Trainer to render professional services for the Boone County Sheriff's Department, and Trainer is willing to perform such services.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the parties hereto agree as follows:

1. **Description of Project:** County desires to procure personal training services for Boone County Sheriff's Department personnel which will focus on physical functionality in regards to stretching, agility, cardio, strength, and flexibility. The goal of the training is to prevent and/or reduce injuries to Sheriff's Department personnel required to participate in defensive tactics training as part of their job duties assigned by the Boone County Sheriff, as well as facilitating the reduction of injuries and improved performance during any intensive physical activity required as a result of assigned job duties. The personal training services shall be tailored to address the presenting needs of all medically cleared employees of the Boone County Sheriff's Department who are referred for personal training assistance. Particular attention will be given to flexibility and strengthening exercises designed to lessen the risk of injury to shoulders and knees from tears and/or sprains.
2. **Personal Trainer's Scope of Services:** Trainer will perform the following services in accordance with the standards of care and diligence normally practiced by certified personal trainers pursuant to the terms and conditions of this agreement:
 - A. Beginning and ending physical assessments of officers to provide evidence of tangible improvements made by each officer.
 - B. Muscular endurance and strength training to aid in supporting joints that receive impact and risk of injury in defensive tactics training.
 - C. Cardiovascular endurance training for overall conditioning.
 - D. Flexibility training to aid in movements used in defensive tactics training and to minimize risk of injury.
 - E. Stretching and agility training.
3. **Fees and Billing:** County will pay Trainer at a rate of \$60.00 per training session. Each training session may include 1-10 employees of the Sheriff's Department. Billing shall be done via itemized invoices not more than one time per month, and all invoices shall be presented to the Boone County Sheriff's Department, Attn: Angela Ayers, 2121 County Drive, Columbia, Missouri 65202. The County agrees to pay all correct monthly invoices within 30 days of receipt. In the event of a billing dispute, County reserves the right to withhold payment on the disputed amount.

In the event the billing dispute is resolved in favor of the Trainer, 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.

4. **Insurance:** The Trainer 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. The Trainer 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.
5. **Indemnity Agreement:** To the fullest extent permitted by law, Trainer 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 Trainer, 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 Trainer to indemnify, hold harmless, or defend the County of Boone from its own negligence
6. **Not Assignable:** Given the personal nature of the services to be provided herein and the intangible factors that go into selecting a certified professional to provide said services, Trainer may not assign, transfer, convey or otherwise dispose of Trainer's rights or obligations under this Agreement.
7. **Certifications and Qualification Documentation:** Trainer will provide the Boone County Sheriff's Department with updated, current information concerning Trainer's certifications and qualifications to perform the services contemplated herein before commencing services under this Agreement, and shall keep said information reasonably updated throughout the term of this Agreement.
8. **Lawful Presence Certifications Required:** Prior to the provision of any services herein, Trainer will complete and return notarized copies of the Certification of Citizenship and Work Authorization Certification which are attached hereto and incorporated herein by reference.
9. **Relationship of Parties:** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of employer and employee, or of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **Sole Benefit of Parties:** This Agreement is for the sole benefit of the County and Trainer. Nothing herein is intended to confer any rights or remedies on any third party.
11. **Termination:** The Trainer's services herein may be cancelled by either Trainer or County upon fifteen (15) days notice. Trainer's obligations with respect to insurance and indemnity, however, shall survive the termination of this Agreement. In the event of termination, as provided in this paragraph, Trainer shall be paid for services performed to the date of termination per the normal billing and payment procedures outlined herein.


12. **Nonappropriation:** Notwithstanding any other provision of this Agreement, all obligations of the County that require the expenditure of funds are conditioned upon there being a sufficient, unencumbered balance of funds appropriated for that purpose.

13. **Complete Agreement:** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.

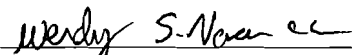
SO AGREED.

BOONE COUNTY:


By:


Daniel K. Atwill, Presiding Commissioner

Attest:


Wendy S. Noren, Boone County Clerk

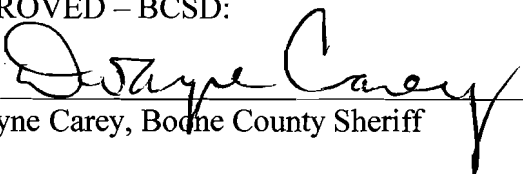
TRAINER:


Printed Name: Jennifer L. King

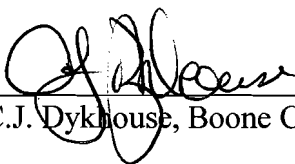
Address: 1105 Willow Creek LN
Columbia, MO 65203

Telephone: 573 864-9934

APPROVED – BCSD:


Dwayne Carey, Boone County Sheriff

Approved as to legal form:


C.J. Dykhouse, Boone County Counselor

Boone County Auditor Certification:

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

Jane Pitchford by jg 03/02/12
County Auditor Date
No encumbrance required

CERTIFICATION OF CITIZENSHIP

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

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

Jennifer L. King
Applicant

2-16-2012
Date

Jennifer L. King
Printed Name

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)ss
County of Boone)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

2-16-2012
Date

Jennifer L. King
Signature

496-84-0942
Social Security Number
or Other Federal I.D. Number

Jennifer L. King
Printed Name

On the date above written Jennifer King appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Angela C. Ayers
Notary Public

My Commission Expires: June 27, 2015

ANGELA C. AYERS
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires June 27, 2015
Commission #11468427

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 8th day of March 20 12

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

Now on this day the County Commission of the County of Boone does hereby accept the Domestic Relations Resolution Fund grant award from the Office of State Courts Administrator in the amount of \$3,000.

Done this 8th day of March, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 8th day of March 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the grant application by Boone County, Missouri for a Veterans Treatment Court grant in the amount of \$295,080, with a Boone County Drug Court Fund cash match of \$5,384, a Missouri State Drug Courts Coordinating Commission cash match of \$19,206, and a Veterans Services through Harry S. Truman Memorial Veterans' Hospital in-kind services match of \$73,770.

Done this 8th day of March, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Abstract

The 13th Judicial Circuit in Missouri is requesting Drug Court Discretionary Grant Program funds in amount of \$295,080 over three years to implement a Veterans Treatment Court - an adult drug court exclusively for veterans - to assist nonviolent offenders who are Veterans with successful rehabilitation from the use of drugs and/or alcohol. The circuit seeks implementation funds for a Veterans Drug Court in an urban, local jurisdiction (13th Judicial Circuit). It is anticipated the treatment court will grow as the jurisdiction expands and by the third year the court plans to serve a maximum of 45 individuals.

Goals and objectives of the Veterans Treatment Court:

- To provide recovery support to Veterans in the criminal justice system through services provided by the local Veterans Medical Hospital while holding the Veterans accountable to the court through random drug tests and judicial supervision.
- To track the number of Veterans who successfully complete the program requirements and the amount of time it takes them to complete the program.
- To track those who were unsuccessful and determine what changes need to be implemented to better assist the treatment

These will be accomplished by:

- Work with the jail, prosecutor, defense counsel and VA to **screen and assess** eligible Veterans who are in the **target population** of being high criminogenic risk and substance abusers. (pgs: 6-8)
- Work with the local VA hospital and treatment team members to ensure the Veterans are receiving the **treatment and other services** they need. (pgs: 10-12) Work with VA and participants for **relapse prevention, aftercare and community integration**. (pgs: 11, 19-20)
- Hire a Treatment Court Coordinator and work with the VA to track and **monitor** participants and require random drug tests for court participants. (pgs: 13, 16-17)
- Holding weekly meetings before court with the judge and team members to evaluate participants. (pgs: 18) Court will allow the judge to have continuous **judicial interaction** with the drug court participants. (pg: 12)
- Create policies and procedures for court participants regarding requirements, incentives and sanctions for **procedural and distributive justice**. (pgs:13-14)

The 13th Circuit is not designated as an Empowerment Zone or Renewal Community by the US Department of Housing and Urban Development. The 13th Circuit participates in a Second Chance grant in collaboration with Office of State Courts Administrator and the Missouri Department of Corrections. The Boone County Drug Court planning team secured an OJP grant and during the first two years of its existence (1998-1999) the team attended training at the National Association of Drug Court Professionals Conference in Miami, Florida. The Mental Health Court also received BJA funding in 2003. The previous Drug Court Administrator was sent to the National Drug Court Institute training for Drug Court Administrators in 2000, and the current administrator was sent in September of 2007. In April of 2001, the Callaway County Adult Drug Court was initiated. This Drug Court team received training through the Drug Court Initiative and attended the three part training series in 2002.

Program Narrative

1. Statement of the Problem

The 13th Judicial Circuit is comprised of courts of general jurisdiction in Boone and Callaway counties in Missouri. Boone and Callaway counties have a long judicial history with the state with records of court cases being decided as early as 1818. The two contiguous counties are located along Interstate 70, approximately half-way between St. Louis and Kansas City. The county seat of Boone County is Columbia, Missouri, which is home to the University of Missouri, Stephens College, and Columbia College. It is also the location of one of four Veterans Medical Centers in the state of Missouri. The county seat of Callaway County is Fulton, Missouri, which is home to Westminster College and William Woods College. The demographics of Boone County are more urban than Callaway County, which is basically rural, but both counties are strongly influenced by the presence of the institutions of higher learning. Boone County's total population is 162,642, and Callaway County's population is 44,332.

A. Nature and Scope of Substance Abuse in 13th Judicial Circuit

In 2011, the 13th Judicial Circuit had a total of 9,008 criminal cases filed. According to the Missouri Highway Patrol's Uniform Crime Reporting Program - a voluntary cooperative effort of city, county and statewide law enforcement agencies - in 2011 there were 8,726 arrests in Boone County, and 1,497 in Callaway County, for a total of 10,223 arrests. The numbers below reflect drug-related arrests from the Reporting Program by race, age and sex:

<i>Sale/Manufacturing of Opium or Cocaine and their derivatives</i>	Boone	Callaway	Total	
Asian Pacific Islander (18 and over)	0	0	0	
Black (18 and over)	14	8	22	
White (18 and over)	11	2	13	
Total	25	10	35	
	<i>Boone Men</i>	<i>Boone Women</i>	<i>Callaway Men</i>	<i>Callaway Women</i>

18-29	11	6	6	0
30-39	4	1	2	1
40-49	2	0	1	0
50 and over	1	0	0	0
Total	18	7	9	1
<i>Sale/Manufacturing of Marijuana</i>	Boone	Callaway	Total	
Asian Pacific Islander (18 and over)	2	0	2	
Black (18 and over)	18	3	21	
White (18 and over)	59	7	66	
Total	79	10	89	
	Boone Men	Boone Women	Callaway Men	Callaway Women
18-29	56	14	3	2
30-39	7	0	3	0
40-49	0	1	1	0
50 and over	1	0	1	0
Total	64	15	8	2
<i>Sale/Manufacturing of Synthetic Narcotics</i>	Boone	Callaway	Total	
Asian Pacific Islander (18 and over)	0	0	0	
Black (18 and over)	4	0	4	
White (18 and over)	9	3	12	
Total	13	3	16	
	Boone Men	Boone Women	Callaway Men	Callaway Women
18-29	5	3	2	1
30-39	3	0	0	0
40-49	2	0	0	0
50 and over	0	0	0	0
Total	10	3	2	1
<i>Sale/Manufacturing of Other Dangerous Non-Narcotic Drugs</i>	Boone	Callaway	Total	
Asian Pacific Islander (18 and over)	0	0	0	
Black (18 and over)	0	0	0	
White (18 and over)	15	5	20	
Total	15	5	20	
	Boone Men	Boone Women	Callaway Men	Callaway Women
18-29	5	1	4	1
30-39	4	1	0	0
40-49	2	1	0	0
50 and over	1	0	0	0
Total	12	3	4	1
<i>Possession of Opium or Cocaine and their Derivatives</i>	Boone	Callaway	Total	
Asian Pacific Islander (18 and over)	1	0	1	

Black (18 and over)	48	8	56	
White (18 and over)	50	15	65	
Total	99	23	122	
	Boone Men	Boone Women	Callaway Men	Callaway Women
18-29	38	10	11	3
30-39	20	8	2	1
40-49	12	3	1	1
50 and over	8	0	3	1
Total	78	21	17	6
<i>Possession of Marijuana</i>	Boone	Callaway	Total	
Asian Pacific Islander (18 and over)	1	0	1	
Black (18 and over)	200	29	229	
White (18 and over)	447	110	557	
Total	648	139	787	
	Boone Men	Boone Women	Callaway Men	Callaway Women
18-29	431	103	87	13
30-39	71	7	18	5
40-49	16	4	8	2
50 and over	14	2	4	1
Total	532	116	117	22
<i>Possession of Other Dangerous Non-Narcotic Drugs</i>	Boone	Callaway	Total	
Asian Pacific Islander (18 and over)	0	0	0	
Black (18 and over)	7	0	7	
White (18 and over)	22	19	41	
Total	29	19	48	
	Boone Men	Boone Women	Callaway Men	Callaway Women
18-29	13	1	3	7
30-39	8	1	2	1
40-49	3	0	5	0
50 and over	3	0	0	1
Total	27	2	10	9
<i>Possession of Synthetic Narcotics</i>	Boone	Callaway	Total	
Asian Pacific Islander (18 and over)	0	0	0	
Black (18 and over)	8	2	10	
White (18 and over)	38	9	47	
Total	46	11	57	
	Boone Men	Boone Women	Callaway Men	Callaway Women
18-29	16	10	4	2
30-39	9	3	1	2
40-49	2	2	1	0

50 and over	4	0	0	1
Total	31	15	6	5
	Boone	Callaway	Total	
Grand Totals	954	220	1,174	

*There were no charges against Native American or Alaskan Native persons.

Based on the numbers above, there were 1,174 drug-related arrests in the 13th Circuit in 2011, meaning 11.48% of the 10,223 arrests for the year were drug-related. The most common drug-related arrest was for possession of marijuana (787), followed by possession of opium or cocaine and their derivatives (122). There are not statistics available to reflect the number of Veterans who were arrested with drug-related offenses, however, as of February 3, 2012, based on a Department of Corrections report, we know there are at least 86 Veterans in Boone County on probation.

B. Current Court Response

The 13th Circuit currently addresses drug abuse through multiple alternative sentencing court programs. In Boone County the circuit implemented a Drug Court in 1998, a Mental Health Court in 2003, a Reintegration Court in 2007, and a DWI Court in 2010. The Reintegration Court was replaced by the OnTrack Program in 2011. In Callaway County the circuit implemented a Drug Court in 2001 and a DWI Court in 2011.

There are currently six Veterans participating in these courts and receiving services from the local Harry S. Truman Memorial Veterans' Hospital. The circuit and the VA anticipate that with outreach efforts, there will be even more Veterans eligible for an Alternative Sentencing Courts. There is a consensus among our judges, current drug court team members and the VA, that Veterans may be better served if they had their own alternative sentencing court. Because Veterans have unique problems as a result from serving in war and seem to relate better to other Veterans than their civilian counterparts in drug court, the 13th Circuit seeks to implement a

Veterans Treatment Court. Not only does the 13th Circuit have experience successfully running alternative treatment courts, the circuit is also uniquely situated to have a Veterans Treatment Court because Boone County is home to one of four Veterans Medical Hospitals in the state. The other Veterans Hospitals are in Kansas City, St. Louis and Poplar Bluff. All three of those locations have a Veterans Treatment Court. The circuit anticipates at least 15 Veterans in the treatment court in its first year and, depending on current pending legislation that would permit circuits to have jurisdiction over other cases, there could be multiple circuits eligible for the 13th Circuit's Veterans Treatment Court. The circuit anticipates that we would cap the total participant number to 45.

C. Proposed Target Population for Veterans Treatment Court

The 13th Circuit plans to implement a Veterans Treatment Court to serve Veterans with substance abuse problems, who are benefit-eligible through the VA, and are nonviolent offenders as described by 42 U.S.C. 3797 u-2. The section defines a violent offender as person who is:

- 1) Charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which:
 - A. The person carried, possessed, or used a firearm or another dangerous weapon; and
 - B. There occurred the use of force against the person of another; or
 - C. There occurred the death of, or serious bodily injury to, any person, without regard to whether any of the circumstances described above is an element of the offense or conduct of which or for which the person is charged or convicted; or
- 2) Has one or more prior convictions of a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.”

Offenders facing jail or prison sentences will be given a priority as the goal of the treatment court is to reduce recidivism and keep non-violent offenders from going to jail by assisting participants with their underlying problem – namely, substance abuse.

2. Project Design and Implementation

The 13th Circuit seeks to divert eligible Veterans with underlying drug and alcohol abuse problems who are charged with non-violent criminal offenses to its Veterans Treatment Court. It is important to note that this application is requesting funding for the implementation of a Veterans Treatment Court, as such, the following program design of the Veterans Treatment Court may be modified as different aspects of the program are developed and refined. However, the 10 Key Components of Drug Court will be utilized. Judge Christine Carpenter, the current Administrative Alternative Sentencing Court Judge, who spoke at the 2011 NADCP conference, is part of the planning team and will be an integral part in developing this program. The circuit intends to continue educating its judges and Alternative Sentencing Court staff through attending state and national drug court conference to make the circuit's drug courts effective, and to meet the ninth of 10 Key Components of a Drug Court – continuing interdisciplinary education to promote effective drug court planning, implementation and operations.

A. Screening and assessment

It is anticipated that referral to the Veterans Treatment Court will be done primarily by the prosecuting attorney's office and the Veteran Justice Outreach Specialist (VJO) from the VA. The prosecutor will serve as the primary gatekeeper for entrance to the program for pre-plea and post-plea diversion cases. Probation and parole may be a gatekeeper for those who violate probation. Only non-violent offenses will be considered for admission into the program. The participants in the Veterans Treatment Court will be screened and referred by the following process: the 13th Circuit will work with jail personnel to develop questions to screen those arrested to determine whether someone is a Veteran. (Note: this screening process may need fine-tuning as many Veterans do not consider themselves Veterans, and not all court-eligible

participants will be in custody.) Those determined to be Veterans will be referred to the VJO who will determine whether the Veteran is benefit eligible. The Veteran may receive services from the VA independently of whether they are admitted to the Veteran Treatment Court. The prosecutor's office will be notified of an individual's Veteran status. Once the prosecutor decides to file charges against someone who is a Veteran, the prosecutor will determine whether they are eligible for the Veterans Treatment Court based on their charge. The defendant will be interviewed by the Veteran Treatment Court Coordinator and VJO to determine whether they have a substance abuse problem using the RANT and ASI models. RANT and ASI models were selected because they are both widely accepted assessment tools in the field of addiction and have been used successfully in the 13th Circuit in its other Alternative Sentencing Courts.

Screening of all individuals referred to the program will be followed by detailed assessments for those admitted. This will ensure the most appropriate use of the program resources for participants. Only the Veterans Treatment Court Coordinator and the VJO will complete the assessments and instruct partner agencies on screening techniques to identify, assess and prioritize participants that are high-risk, high-need offenders. This meets the second and third of the 10 key components of drug court – using a non-adversarial approach, prosecuting and defense counsel promote public safety while protecting participants' due process rights; and eligible participants are identified early and promptly placed in the drug court program.

As with all treatment based alternatives to prison and jail, the treatment court may serve as a pre-plea or post-plea diversion program that can accept persons without a sentence as well as persons on probation or under revocation status. Because the 13th Circuit was awarded a Second-Chance Recovery Act Grant through the BJA for the OnTrack program, defendants

coming out of 120 will not be eligible for the Veterans Treatment Court. Three tracks may be possible for entrance into the program. **Pre-plea:** This track includes a case filing with deferred prosecution pending successful completion of the program. **Post-pleas:** This is a track where the prosecutor will require a guilty plea prior to admission into the program. However, a suspended imposition of sentence (SIS) occurs pending successful completion of the treatment plan. In both of these referral processes, if the voluntary participant completes the program, there will be no criminal record for the participant. **Probationers:** In this adjudicated track, probationers can be referred to the program as a condition of probation when they are sentenced to serve time in the Department of Corrections but granted a suspended execution of sentence (SES) pending completion of their treatment plan or in response to a probation violation.

To be in the Veterans Treatment Court, the Veterans must be non-violent offenders as defined by 42 U.S.C. 3797 u-2, charged with a felony or “supervisable” misdemeanor. It is estimated that there will be 10-15 eligible veterans the first year in Boone County based on the current participants, and reaching out to Veterans to determine eligible participants.

B. Structure of Court (Length and Phases)

The treatment court is anticipated to be approximately one year in duration and includes intensive supervision, integrated treatment and mental health components to deal with post-traumatic stress disorder, depression and traumatic brain injuries. The court will work closely with the local Veterans Medical Center which will provide treatment dependent on each participant’s unique needs.

A participant’s progression through the Veterans Treatment Court will be divided into three phases. Phase I lasts for approximately the first 30-90 days of the program. During Phase I participants are expected to attend court weekly, attend any required treatment and 12-step

meetings, meet frequently with their probation officer, engage in random drug testing, seek a Veteran Mentor and seek an AA or NA sponsor. During this time, participants and team members will become acquainted with each other and specific factors regarding client treatment, medical, educational, housing and employment needs are assessed. The VA will be consulted on what services it offers matching the needs of each participant. Once the participant has successfully maintained all of the requirements of Phase I for at least one month, they are moved into Phase II. Phase II lasts a minimum of 6 months to approximately one year. There is often a decrease in treatment requirements, probation officer visits, and court appearances. Participants are still required to participate in random drug testing, and if originally ordered, a minimum of two 12-step meetings per week with a sponsor. The treatment focus also shifts from obtaining sobriety towards relapse prevention. Participants are expected to actively seek employment or enroll in educational programs and to complete 40 hours of community service. If they relapse, the participant may be required to begin the phase over. Phase III focuses on preparing a continuing care plan for post-graduation. In addition to maintaining all court requirements, participants are expected to have a full-time job, be enrolled in an educational or vocational program, or a combination of the two. Court dates are decreased as participants prepare for graduation. These phases utilize key components by requiring alcohol and drug treatment and rehabilitation services; monitoring the participants by random drug testing; continued judicial interaction to monitor compliance; coordinating interaction between the court, probation and parole, the VA, and others; and having a coordinated strategy to govern the court's response to the participant's compliance. This meets the sixth of the 10 Key Components of a Drug Court – a coordinated strategy governs drug court responses to participants' compliance.

C. Case Management Processing

Case management will primarily be handled by the treatment provider. The Veterans Justice Outreach will assist in assessing client's treatment needs, track their progress in the services they receive from the VA, and assist in determining the appropriate levels of treatment services. The VJO will work with the team to make recommendations to the judge on the progress of the participant. Weekly or bi-weekly meetings prior to court will allow all team members to discuss the participant to assist the judge in making comprehensive decisions about the participant's progress and recommend whether incentives or sanctions should be given. The caseload will be based on how many participants there are in the court.

D. Community Supervision

One integral aspect of Veterans Treatment Court, that is lacking in the current Drug Court, is a Veteran Mentor Program. As evidenced by the Veteran's Court in Buffalo, NY, having Veterans mentor the participants helps the participants dealing the difficulties they face. The 13th Circuit anticipates using Buffalo's Volunteer Mentoring Program as model for developing our own mentor program. The 13th Circuit has met with local Veterans groups to begin reaching out to potential Veteran-Mentors. Similarly, those Veterans groups will serve as a community resource to the Veterans as they work reintegrate into society. This effort will be administered by a paid mentor coordinator.

E. Treatment Services

Participants will receive their treatment through the local VA hospital. The services offered through the VA include group and one-on-one counseling. They will also be expected to attend 12-step meetings. This meets the fourth of the 10 Key Components of a Drug Court – drug courts provide access to a continuum of alcohol, drug and related treatment and rehabilitation

services. Participants will keep a journal and be assigned various topics to write about by the judge. This allows the judge to see how the participant believes he or she is progressing. The circuit also utilizes trackers to do random stops at participants' home to ensure court participants are following court requirements as will be described in the participant's handbook.

F. Recovery Supportive Services Delivery Plan

An initial treatment plan will be developed by the Veterans Treatment Court team following an overall assessment of a participant's education, employment history, housing situation, life skills, substance abuse and mental health history. The plan will serve as a guide for the initial treatment phase. The plan will be maintained by the team and will be updated as the Veteran progresses through the program.

Attendance is required at 12-step meetings such as Narcotics Anonymous and Alcoholics Anonymous. Attendance is an important part of the recovery process that helps familiarize the participant with the 12-step philosophy, and develop levels of trust to learn and create social bonds with others in recovery. Participants must provide proof of attendance to their probation officer prior to each court appearance.

Services for all Veterans Treatment Court participants will be through the Harry S. Truman Memorial Veterans' Hospital. Members of the VA will be on the Veteran Treatment Court team and will monitor the services being provided to participants to ensure each participant is getting effective and relevant treatment to each individual's needs. One aspect differentiating the Veterans Treatment Court from Drug Court is that every Veteran participant will have a Veteran mentor in addition to any other AA or NA sponsor. The mentor will be expected to attend court sessions with their mentee. Participants will be required to maintain regular attendance at 12-step meetings (Narcotics Anonymous or Alcoholics Anonymous). This

meets the first of 10 Key Components of a Drug Court – drug courts integrate alcohol and other drug treatment services with justice system case processing.

On February 10, 2012, the 13th Circuit held a stakeholders meeting with community leaders, military personnel, Veterans associations and the VA. At that meeting the circuit discussed its plans to serve Veterans through a Veterans Treatment Court and asked the stakeholders how they could help achieve the goals of the court. The circuit also intends to continue its working relationship with community agencies such as Job Point to help participants find jobs, Housing Authority to make sure court participants have a safe place to live, and other agencies that bolster the effectiveness of the Alternative Sentencing Court’s holistic approach to crime prevention and rehabilitation. This meets the tenth of 10 Key Components of a Drug Court of forging partnerships among drug courts, public agencies, and community based organizations generate local support and enhance drug court program effectiveness.

G. Judicial Supervision

The judge is a member of the treatment team and will be privy to the successes and tribulations of each court participant during weekly meetings with the treatment court team members, and meeting with the participants during court. The judge will determine whether any incentives or sanctions will be issued and will give them during court. Upon acceptance into the Veterans Treatment Court, the Veterans will be expected to keep a journal. The court will give a journal to each veteran at their first court appearance and the judge will provide a weekly topic for the journal entry. The purpose of the journal is to provide the judge with each participant’s perception of alternative sentencing related topics, including personal problems of recovery, and short- and long-term goals. This meets the seventh of 10 Key Components of a Drug Court – ongoing judicial interaction with each drug court participant is essential.

H. Process for Randomized Drug Testing

The 13th Circuit requires Alternative Sentencing Courts participants to take random drug tests. Participants are assigned a color for random drug testing and must call the hotline daily to determine if his or her color was selected for the day. When the participant's color is called, he or she has from 5:30 a.m. to 10 a.m. that day to take a drug test. The test is random but participants, on average, will test 6 times a month. They will be expected to pay \$2 per test, unless the judge finds the participant is unable to pay this amount. The circuit has a contract with Global Drug Testing Services of Midwest, LLC. When tested, participants have an initial urine test comprised of a 5 panel screen or ETG plus drug of choice test, with an alcohol breathalyzer. GC/MS confirmation tests are available at an additional cost that will be charged to the participant if the test is positive. There is also a synthetic marijuana test and bath salts test. This meets the fifth of 10 Key Components of a Drug Court – abstinence is monitored by frequent alcohol and other drug testing.

I. Incentives and Sanctions

The alternative sentencing team may adjust a participant's treatment plan to reflect the client's success in the program. Incentives include that the client may come to court less often, treatment groups may be reduced as the client graduates from the groups, and contact with his or her probation officer may be scaled back. Successful completion of the Veterans Treatment Court program may result in dismissed charges, shorter probation terms or reduced sentencing.

Possible sanctions in the 13th Circuit's current alternative sentencing courts include increased court appearances, additional meetings with treatment providers and/or probation officers, additional community service, home detention, incarceration, or termination from the program. The Veterans Treatment Court judge would make the final decisions regarding

sanctions or termination from the program. Sanctions may be issued if the participant misses appointments, gets a warrant or new arrest, misses or tests positive on drug tests, demonstrates a lack of program response by failing to cooperate with the program and violence or threats of violence directed at the alternative sentencing team or others.

Along with participants receiving incentives and sanctions, the team will be monitoring and evaluating the achievement of the program goals and gauging the effectiveness of the program – meeting the eighth of the 10 Key Components of a drug court.

J. Graduation Requirements

In our current Drug and Mental Health courts, a participant is eligible for graduation after being in the program for at least one year and has had six months of continuously clean drug tests. They need to have satisfactory attendance at all treatment, probation, court, and 12-step meetings and have a full-time job, or be a full-time student, unless individual circumstances such as a disability make full-time employment an unrealistic goal. Graduation candidates must meet every other week for the two months prior to graduation to verify, discuss and reinforce their continuing recovery plan that they have developed with their counselor. Graduates are required to complete a graduation essay in which they discuss key concepts of recovery and sobriety.

K. Expulsion Criteria

While the policies and manual have not been written yet for the Veterans Treatment Court, the termination or expulsion criteria will be similar to that of the 13th Circuit's drug court. The drug court manual states that a participant may be terminated from the program for lack of treatment progress as decided by the treatment provider; failure to secure full time employment; failure to pay fees or fines; threats, assaults, or new arrests; continued substance use; medical problems that interfere with treatment; or an unfavorable 90 day evaluation.

L. Restitution Costs and Fees Required for Court Participation

Participants will be expected to pay a monthly fee and a \$2 fee per drug test. Current participants pay \$50 a month. This fee may be waived if the judge determines it interferes with the client's rehabilitation and will not restrict the client from graduation. The probation officer will work out a restitution payment plan with the Veteran.

3. Capabilities and Competencies

A. BJA Drug Court Planning Initiative

As the 13th Circuit is implementing a new Veterans Treatment Court, it does not currently have a court coordinator hired who has received training through the BJA Drug Court Planning Initiative. However members of the other alternative sentencing courts teams and Judge Christine Carpenter, have attended the Drug Court Planning Initiative. Also, Judge Carpenter was an instructor at the last initiative training. Once a coordinator is hired, he or she will attend the next BJA Drug Court Planning Initiative or similar training opportunity.

B. Veteran Treatment Court Team

Judge: It is anticipated that Judge Michael Bradley will be the judge of the Veterans Treatment Court. He currently serves as the judge for the Boone County DWI Court and Mental Health Court. Judge Bradley attended the NDCI Comprehensive Drug Court Practitioner Training in Reno, Nevada in October, 2011. As a member of the Veterans Treatment Court team, the judge will preside over the court proceedings and monitor appropriate applications of disciplines, sanctions, and incentives while maintaining the integrity of the court. At the first court appearance, the judge will explain the Veteran's legal rights, program requirements and options. The judge will require that the defendants appear at regularly scheduled status hearing, in which time the judge will review, with the defendants, their treatment progress reports. From

this information the judge will have the opportunity to reinforce positive behaviors, identify area that need continued improvements, and/or impose appropriate consequences.

Advisor: Judge Christine Carpenter's will advise the Veterans Treatment Court and help form its policies and procedures. She is nationally recognized in the drug court community and is assisting the State of Missouri in writing legislation for Veterans Treatment Courts.

Veterans Treatment Court Coordinator: The 13th Circuit will hire a new court coordinator for this court. The coordinator will perform administrative functions such as long range planning, budget requests, establishing procedures and overseeing day-to-day operations. Responsibilities also include primary liaison with other agencies and on-going development, evaluation, and functioning of program. The coordinator will receive the initial screening information from the prosecuting attorney or recommend to the prosecuting attorney the review of a Veteran based on information received as the result of a bond investigation. Once the prosecuting attorney determines a Veteran meets the admission criteria, the coordinator will conduct an initial intake and assessment, and contact the VJO to inform her of the candidates' status. The coordinator will gather assessment information and present it to the team prior to court. In addition, the coordinator is responsible for court scheduling, compiling statistical data, providing the court with the most updated information, and facilitate the staffing meetings for the staffing team to evaluate the Veteran's progress.

Mentor Coordinator: The 13th Circuit will also hire a part-time mentor coordinator. This person will recruit potential mentors, screen candidates and select mentors. They will assist in training new mentors and facilitate mentoring sessions. The mentor coordinator will attend team meetings and court, and will be available to assist mentors and mentees as needed.

Treatment provider: The circuit is coordinating VA treatment services through the Veterans Justice Outreach Specialist. Her roll and responsibilities will be ensuring the VA administers substance abuse/dependency screening and assessments for each participant, participate in weekly staffing, and make treatment recommendations to the court. The VA will provide individual and group therapy sessions as well as classes on chemical dependency, relapse prevention, and life skills. The VJO will identify and provide a continuum of care for participants and advocating for the participant, while maintaining the integrity of the court. The VJO will provide status reports concerning the participants' progress at weekly meetings.

Probation and Parole: The current Alterative Sentencing Courts have a designated probation and parole officer. The circuit anticipates having an officer available for the Veterans Treatment Court and will work with Probation and Parole to schedule an officer.

Tracker: The Boone County Alternative Sentencing Courts works with trackers who conduct random home visits to the court participants and may conduct on-site urine drug screens and BAC (alcohol) tests. This person will attend Veterans Treatment Court team meetings to report what occurred during home visits.

Prosecutor: The assigned assistant prosecuting attorney will review all potential participants and determine if the offender meets the eligibility criteria. At the first court appearance the prosecuting attorney will remind the Veteran of the deferred charges and make the Veteran aware of the privilege of admission into the treatment court. The prosecuting attorney will attend court hearings, participate in staffing of cases, and interact in a non-adversarial manner to address revocations, pleas, and the application of sanctions and incentives.

Defense attorney: The private defense bar and the public defender's office will both be made aware of the Veterans Treatment Court so that they may offer it as an alternative to jail or

prison where appropriate. After the Veteran is in the treatment court, defense counsel will not have an active role unless any problems arise.

C. Communication and Coordination Among Team Members

The circuit anticipates that the Veterans Treatment Court team members will meet on a weekly basis to discuss the court participants. These meetings will occur before the treatment court docket. This coordinated meeting will ensure the judge, probation officer, counselor, VJO, and court coordinator are all kept up to date with each participant's progress. In addition, memos and reports may be sent during the week to the court coordinator and the judge should emergencies arise.

D. Treatment Providers

In order to be cost effective and to utilize programs already available to local Veterans, the Veterans in the 13th Circuit's Veterans Treatment Court must be benefit-eligible and therefore able to receive all treatment and services from the local Veterans' Hospital. The treatment and services offered includes one-on-one and group counseling, transitional housing, work experience programs for Veterans with disabilities that prevent occupational functioning, long-term independent housing assistance, and other employment opportunities like employment services for Veterans with psychosis and other serious mental illness. The circuit currently utilizes the VA for services for the Veterans in its other Alternative Sentencing Courts. The services provided will be monitored by the court coordinator and the team to ensure that the Veterans are getting the treatment they need.

4. Evaluation, Aftercare, Sustainability and Plan for Collecting the Data Required for this Solicitation's Performance Measures

A. Evaluation Plan

In order to improve the Veterans Treatment Court, the Veterans Treatment Court Coordinator will review surveys from the court participants to consider suggested improvements with the team members. The coordinator will also work with the VJO to have ongoing discussions regarding the services available at the VA, and with the Veterans to discuss ways to improve the program. The coordinator will do a quarterly review of the actual program capacity compared to the expected program capacity and review the numbers with the VJO, the prosecuting attorney's office, and the treatment court judge. In addition, the coordinator will review and adjust the Time Task Plan to ensure the treatment court is developing in a reasonable manner. The circuit will participate in any evaluation conducted on behalf of the granting agency or by the Office of State Courts Administrator.

B. Developing Aftercare and Continuing Care Plans

The VA and Veterans Treatment Court Coordinator will work with the Veteran to develop their aftercare and continuing care plans. The participant will be required to assist in developing their aftercare and continuing care plans by working with their counselor(s).

After completing the Veterans Treatment Court, Veterans will have access to the professionally administered services through the VA as needed. The various Veterans groups the circuit met with will provide a community base for Veterans, and the Veterans may continue to participate in their AA or NA groups, as well as continue their relationships with their mentors.

Services from the VA are available to benefit-eligible Veterans before, during, and after their time with the Veterans Treatment Court. It is anticipated that participants eligible for graduation will have been in the Veterans Treatment Court for at least a year with at least six months of continuously clean drug tests. They also need to have satisfactory attendance at all treatment, probation, court and 12-step meetings and have a full-time job and/or be a fulltime

student. Graduation candidates will meet every other week for two months prior to graduation to verify, discuss and reinforce their continuing recovery plan that they have developed with their counselor. The recovery plan will include step-down provisions for aftercare as they reintegrate into the community. Also, the local Veterans associations that have expressed interest in collaborating with the circuit will serve as community members to assist the Veterans reintegrate into the community.

C. Sustainability

After federal assistance ends, the circuit's operations for maintaining the Veterans Treatment Court will be sustained through state funding for drug tests and working with the state, county and local communities to sustain funds for the court coordinator and mentor coordinator. For example, the circuit received an Implementation Grant in 2002 for a Mental Health Court and the court continues to be a vital part of the Alternative Sentencing Continuum of services with local funding 10 years later.

D. Plan for Collecting Data Required for Performance Measures

Currently, the 13th Circuit's Alternative Sentencing Courts collect and analyze client-level performance and outcome data by having participants fill out surveys. Data is also managed in the JIS module for Treatment Courts which allows the Office of State Courts Administrator to conduct some high-level data analysis. The Veterans Treatment Court coordinator will collect data as required for the performance measures. The 13th Circuit is willing and able to report client-level performance and outcome data to federal funding agencies through the Performance Measurement Tool.

Budget Detail Worksheet Year 1

A. Personnel

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Veterans Treatment Court Coordinator	100% time x \$45,961 annual	\$45,961
Veterans Mentor Coordinator	\$18/hr x 15 hrs/week x 52 weeks	\$14,040

B. Fringe Benefits

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Veterans Treatment Court Coordinator	FICA (medicare): 7.65% (\$3,516) Health Insurance: \$4,740 annually Dental: \$356 annually Life Insurance: \$47 annually Disability: 0.29% (\$133) Workers Compensation: 0.0326% (\$1,498) 401 Match: \$1,250 annually	\$11,540

C. Travel

<u>Purposes of Travel</u>	<u>Location</u>	<u>Item</u>	<u>Computation</u>	<u>Cost</u>
State Drug Court Conference (*Local Match) <i>Team Members Traveling: Judge, Court Coordinator</i>	Osage Beach, Missouri	Dues	\$200 x 2 people	\$ 400
		Mileage	81.7 miles x \$.555/mile x 2 people	\$181.38
		Hotel	\$215 x 2 people	\$ 430
		Meals	\$100 x 2 people	\$ 200
		Incidentals	\$75 x 2 people	\$ 150
Total:				\$1,361.38

D. Equipment

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Laptop, including docking station and software (*Local Match)	\$1,300	\$1,300

E. Supplies - None.

F. Construction - None.

G. Consultants/Contracts

<u>Name of Consultant</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Cost</u>
Reality House	Tracking	\$28/hour x 16 hours/week x 52 weeks/year	\$23,296
Global Testing (* Local Match)	Drug Testing/ Urine Screens	\$6.30/test x 12 months x 6 screens/month x 15 participants	\$6,804
	Breathalyzer	\$2/test x 1 screen/month x 15 participants x 12 months	\$360
			Total: \$7,164
VA Hospital (* Local Match)	Initial Assessment	\$150.85 x 15 people	\$2,262.75
	Individual Counseling 50 minutes or more	\$81.82 x 15 people x 20 sessions	\$24,546
	Individual Counseling (20-30 minutes)	\$61.03 x 15 people x 36 sessions	\$32,956.20
	Treatment Group Sessions	\$31.07 x 15 people x 72 sessions	\$33,555.60
			Total: \$93,320.55

H. Other Costs - None.

I. Indirect Costs - None.

J. Budget Summary

<u>Category</u>	<u>Federal</u>	<u>Local</u>	<u>Total</u>
A. Personnel	\$60,001	\$0	\$60,001
B. Fringe Benefits	\$11,540	\$0	\$11,540
C. Travel	\$0	\$1,361.38	\$1,361.38
D. Equipment	\$0	\$1,300	\$1,300

E. Supplies	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0
G. Consultants/Contracts	\$23,296	\$7,164 VA - \$93,320.55	\$30,460 \$93,320.55
H. Other Costs	\$0	\$0	\$0
Total Direct Costs	\$94,837	\$9,825.38	\$104,662.38
I. Indirect Costs	\$0	\$0	\$0
TOTAL PROEJCT COSTS	\$94,837	\$9,825.38	\$104,662.38
Federal Request	\$100,911		
Nonfederal Amount		Cash: \$9,825.38	In-Kind Services: \$93,320.55

Budget Detail Worksheet for Year 2

A. Personnel

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Veterans Treatment Court Coordinator	100% time x \$47,339 annual (3% raise)	\$47,339 salary
Veterans Mentor Coordinator	\$18/hr x 15 hrs/week x 52 weeks	\$14,040

B. Fringe Benefits

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Veterans Treatment Court Coordinator	FICA (medicare): 7.65% (\$3,621) Health Insurance: \$4,740 annually Dental: \$356 annually Life Insurance: \$47 annually Disability: 0.29% (\$137) Workers Compensation: 0.0326% (\$1,543) 401 Match: \$1,250 annually	\$11,694

C. Travel

<u>Purposes of Travel</u>	<u>Location</u>	<u>Item</u>	<u>Computation</u>	<u>Cost</u>
National Drug Court Conference <i>Team members traveling: Judge, Court Coordinator</i>	Unknown	Airfare	\$500 x 2 people	\$1,000
		Hotel	\$150 x 2 people x 4 nights	\$1,200
		Meals	\$56/day x 2 people x 4 days	\$ 448
		Ground/ Mileage	297 miles x .555	\$ 165
		Incidentals	\$75 x 2 people	\$150
				Total: \$2,963
State Drug Court Conference (*Local Match) <i>Team Members Traveling: Judge, Court Coordinator</i>	Osage Beach, Missouri	Dues	\$200 x 2 people	\$ 400
		Mileage	81.7 miles x \$.555/mile x 2 people	\$181.38

Hotel	\$215 x 2 people	\$ 430
Meals	\$100 x 2 people	\$ 200
Incidentals	\$75 x 2 people	\$ 150

Total: \$1,361.38

D. Equipment - None.

E. Supplies - None.

F. Construction - None.

G. Consultants/Contracts

<u>Name of Consultant</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Cost</u>
Reality House	Tracking	\$28/hour x 16 hours/week x 52 weeks/year	\$23,296
Global Testing (*Local Match)	Drug Testing/ Urine Screens	\$6.30/test x 12 months x 6 screens/month x 25 participants	\$11,340
	Breathalyzer	\$2/test x 1 screen/month x 25 participants x 12 months	\$600
			Total: \$11,940
VA Hospital (*Local Match)	Initial Assessment	\$150.85 x 10 people	\$1,508.50
	Individual Counseling 50 minutes or more	\$81.82 x 25 people x 20 sessions	\$40,910
	Individual Counseling (20-30 minutes)	\$61.03 x 25 people x 36 sessions	\$54,927
	Treatment Group Sessions	\$31.07 x 25 people x 72 sessions	\$55,926
			Total: \$153,271.50

H. Other Costs - None.

I. Indirect Costs - None.

J. Budget Summary

<u>Category</u>	<u>Federal</u>	<u>Local</u>	<u>Total</u>
A. Personnel	\$61,379	\$0	\$61,379
B. Fringe Benefits	\$11,694	\$0	\$11,694
C. Travel	\$2,963	\$1,361.38	\$4,324.38
D. Equipment	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0
G. Consultants/Contracts	\$23,296	\$11,940 VA- \$153,271.50	\$35,236
H. Other Costs	\$0	\$0	\$0
Total Direct Costs	\$99,332	\$13,301.88	\$112,633.38
I. Indirect Costs	\$0	\$0	\$0
TOTAL PROEJCT COSTS	\$99,332	\$13,301.88	\$112,633.38
Federal Request	\$99,332		
Nonfederal Amount		<i>Cash: \$13,301.38 In-Kind Services: \$153,271.50</i>	

Budget Detail Worksheet for Year 3

A. Personnel

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Veterans Treatment Court Coordinator	100% time x \$48,759 annual (3% raise)	\$48,759 salary
Veterans Mentor Coordinator	\$18/hr x 15 hrs/week x 52 weeks	\$14,040

B. Fringe Benefits

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Veterans Treatment Court Coordinator	FICA (medicare): 7.65% (\$3,730) Health Insurance: \$4,740 annually Dental: \$356 annually Life Insurance: \$47 annually Disability: 0.29% (\$141) Workers Compensation: 0.0326% (\$1,589) 401 Match: \$1,250 annually	\$11,853

C. Travel

<u>Purposes of Travel</u>	<u>Location</u>	<u>Item</u>	<u>Computation</u>	<u>Cost</u>
National Drug Court Conference	Unknown	Airfare	\$500 x 2 people	\$1,000
<i>Team Members Traveling: Judge, Court Coordinator</i>		Hotel	\$150 x 2 people x 4 nights	\$1,200
		Meals	\$56/day x 2 people x 4 days	\$ 448
		Ground/ Mileage	297 miles x .555	\$ 165
		Incidentals	\$75 x 2 people	\$150
				Total: \$2,963

<u>Purposes of Travel</u>	<u>Location</u>	<u>Item</u>	<u>Computation</u>	<u>Cost</u>
State Drug Court Conference (*Local Match)	Osage Beach, Missouri	Dues	\$200 x 2 people	\$ 400
<i>Team Members Traveling: Judge, Court Coordinator</i>		Mileage	81.7 miles x \$.555/mile x 2 people	\$181.38

Hotel	\$215 x 2 people	\$ 430
Meals	\$100 x 2 people	\$ 200
Incidentals	\$75 x 2 people	\$ 150

Total: \$1,361.38

D. Equipment - None.

E. Supplies - None.

F. Construction - None.

G. Consultants/Contracts

<u>Name of Consultant</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Cost</u>
Reality House	Tracking	\$28/hour x 16 hours/week x 52 weeks/year	\$23,296
Global Testing (*Local Match)	Drug Testing/ Urine Screens	\$6.30/test x 12 months x 6 screens/month x 45 participants	\$20,412
	Breathalyzer	\$2/test x 1 screen/month x 45 participants x 12 months	\$1,080
			Total: \$21,492
VA Hospital (*Local Match)	Initial Assessment	\$150.85 x 20 people	\$3,017
	Individual Counseling 50 minutes or more	\$81.82 x 45 people x 20 sessions	\$73,638
	Individual Counseling (20-30 minutes)	\$61.03 x 45 people x 36 sessions	\$98,868.60
	Treatment Group Sessions	\$31.07 x 45 people x 72 sessions	\$100,666.80
			Total: \$276,190.40

H. Other Costs - None.

I. Indirect Costs - None.

J. Budget Summary

<u>Category</u>	<u>Federal</u>	<u>Local</u>	<u>Total</u>
A. Personnel	\$62,799	\$0	\$62,799
B. Fringe Benefits	\$11,853	\$0	\$11,853
C. Travel	\$2,963	\$1,361.38	\$4,324.38
D. Equipment	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0
G. Consultants/Contracts	\$23,296	\$21,492 VA - \$276,190.40	\$44,788 \$276,190.40
H. Other Costs	\$0	\$0	\$0
Total Direct Costs	\$100,911	\$22,853.38	\$123,764.38
I. Indirect Costs	\$0	\$0	\$0
TOTAL PROEJCT COSTS	\$100,911	\$22,853.38	\$123,764.38
Federal Request	\$100,911		
Nonfederal Amount		Cash: \$22,853.38	In-Kind Services: \$276,190.40

Total Budget for Funds Requested for All 3 Years

A. Personnel:

Veterans Treatment Court Coordinator Salary: \$142,059
Veterans Mentor Coordinator: \$42,120
Total: \$184,179

B. Fringe Benefits

Veterans Treatment Court Coordinator Benefits
Total: \$35,087

C. Travel

Missouri Drug Court Conference, 3 years: \$5,445.52 (*Cash Match)
National Drug Court Conference, 2 years: **\$5,926**

D. Equipment

Laptop, docking station and software (*Cash Match)
Total: \$1,300

E. Supplies - None

F. Construction - None

G. Consultants/Contracts

Reality House - Tracker
Total: \$69,888

Global Testing – Drug Testing Costs: \$40,596 (*Cash Match)

VA Services – \$522,782.45 (*In-Kind Match)

H. Other Costs - None.

I. Indirect Costs - None.

J. Budget Summary

Federal Request: \$295,080
Nonfederal Amount(not including VA services): \$47,341.52
Total Project Cost (not including VA services): \$342,421.52

Budget Narrative

The 13th Circuit is requesting \$295,080 in Federal Funding through the BJA Drug Court Discretionary Grant Program. If \$295,080 is 75% of the total grant amount, then the circuit is responsible for the other 25%:

$$\frac{\$295,080}{75\%} = \$393,440 \text{ Total Funding}$$

$$\$393,440 \times 25\% = \$98,360 \text{ Local Match Funding}$$

The circuit will meet the match requirements through cash match and in-kind match.

Cash Match

Although we anticipate spending the amount listed below for cash match, it is possible that the amount actually spent is lower. For the purpose of estimates, the circuit anticipates that 25% of its needed local match will come from cash match.

Travel - The 13th Circuit will pay for the travel expenses of the Veterans Treatment Court judge and the court coordinator to the State Drug Court Conference each year. Three years of this conference equates to \$4,084.14

Equipment - The 13th Circuit will purchase a laptop for the court coordinator. The estimated cost for a laptop, docking station and software is \$1,300.

Contracts - The 13th Circuit will seek state funds to pay for drug testing for the participants for all three years. The total of three years of testing is estimated to be \$40,596.

Combined, the cash match may total \$45,980.14. The total Local Match in cash and in-kind services needs to equal 25 percent of the total grant, or \$98,360. The circuit anticipates 25 percent of the Local Match would be cash match, or \$24,590. The remaining amount of Local Match (\$98,360 – \$24,590 = \$73,770) will be met by in-kind services provided by the local VA hospital.

In-Kind Match

It is anticipated that total amount of services rendered by the VA to the Veterans Treatment Court participants in three years may total more than \$520,000. This more than covers the almost \$52,380 remaining in match. The average cost of services provided by the Harry S. Truman Memorial Veterans' Hospital is available in a signed letter in the attachments and is reflected below:

<u>Type of Service</u>	<u>Cost per Encounter</u>
Treatment Group Sessions	\$31.07 per person
Individual Counseling (20-30 minutes)	\$61.03
Individual Counseling (50 minutes or more)	\$81.82
Initial Assessment	\$150.85

The numbers in the annual budget details are based on the anticipated number of participants and average anticipated number of sessions attended.

Budget Justification

Personnel

The Veterans Treatment Court Coordinator will be a liaison between the court, the treatment court team members and the participant; and will be responsible for tracking grant funds and collecting data for performance measures. While the circuit anticipates there may be less participants in the first year compared to years 2 and 3, the coordinator will be busy writing policies and procedures and attending trainings. The coordinator will also assist in training the mentors. The circuit anticipates giving the coordinator a 3 percent raise in the second and third year if other circuit staff receive raises.

The Veterans Mentor Coordinator will be responsible for recruiting and training Veteran mentors for the Veteran court participants. This individual will also help coordinate meetings for mentors and mentees. The first year the person in this position will be doing outreach and

continuing the relationships that have been created with local Veteran groups. The mentor coordinator will continue recruiting the mentors and training them in the second and third years, in addition to meeting with the Veterans to make sure the mentor relationships are working.

Travel

In the second and third year of the grant the circuit plans to send the judge and court coordinator to the National Drug Court Conference and seeks funds for these trips. It is anticipated that members of the Veterans Treatment Court team will attend the Veterans Treatment Court Planning Initiative training during the first year of the treatment court, and the circuit will also send the Judge, Court Coordinator and Mentor Coordinator to Tulsa, OK, to observe the Mentor Veterans Court. The circuit will apply for other grant funds to cover these trips.

The 13th Circuit will pay to send the judge and court coordinator to attend the Missouri State Drug Court Conference in Osage Beach, Missouri, all three years.

Equipment

The circuit will need to purchase a new laptop, docking station and appropriate software for the new court coordinator.

Contracts

The 13th Circuit currently has a contract with Global Testing Services for drug testing its alternative sentencing participants. The circuit currently receives funds through the Missouri Drug Court Coordinating Commission for its alternative sentencing courts, and anticipates having funds to pay for the drug testing of the participants each year.

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 8th day of March 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of State of Missouri Cooperative Contract: C112055001 – Chevrolet Caprice with Don Brown Chevrolet. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract. In addition, the surplus disposal of a totaled Crown Victoria, fixed asset tag 16405 by turning the vehicle over to the insurance company is approved.

Done this 8th day of March, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

COPY

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: February 16, 2012
RE: Cooperative Contract: *C112055001 – Chevrolet Caprice*

Purchasing and the Sheriff Department request permission to utilize the State of Missouri cooperative contract *C112055001 – Chevrolet Caprice* with Don Brown Chevrolet of St. Louis, Missouri.

The contract is for one (1) 2012 Chevrolet Caprice 9C1 Police Package for a total cost of \$27,860.24 and will be paid from department 1195 – Insurance Claim Activity, account 92400 – Replacement Auto / Trucks.

The Sheriff's Department requests permission to dispose of a totaled Crown Victoria, serial number 2FAHP71V48X126091, fixed asset tag 16405 by turning vehicle over to the insurance company.

cc: Contract File
Chad Martin, Leasa Quick / Sheriff Dept.

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 2-10-12 FIXED ASSET TAG NUMBER: 16405
DESCRIPTION: Crown vic VIN/ 2FAHP71V48X126091
REQUESTED MEANS OF DISPOSAL: Insurance will pick up - totaled
OTHER INFORMATION: Totalled in a wreck
CONDITION OF ASSET: Totalled
REASON FOR DISPOSITION: Totalled

RECEIVED
FEB 10 2012
BOONE COUNTY AUDITOR

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 2-17-12

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff SIGNATURE: *[Signature]*

AUDITOR

ORIGINAL PURCHASE DATE 11/28/2007 RECEIPT INTO Turned over to insurance
ORIGINAL COST 21,023.00 GRANT FUNDED (Y/N) N
ORIGINAL FUNDING SOURCE 2787 GRANT NAME _____
ASSET GROUP 1605 % FUNDING _____
AGENCY _____
DOCUMENTATION ATTACHED (Y/N) _____
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____
LOCATION WITHIN DEPARTMENT _____
INDIVIDUAL _____
____ TRADE ____ AUCTION ____ SEALED BIDS
X OTHER EXPLAIN title back to our insurance carrier

COMMISSION ORDER NUMBER 125-2012

DATE APPROVED 3/8/12

SIGNATURE *[Signature]*

From: Chad Martin
To:
Subject: Fwd: Re: 08 Ford CV

COPY

>>> "Janene Jones" <janene-fike@moperm.com> 2/7/2012 4:34 PM >>>
512-21342-1 is a total loss. Initial repair estimate is \$6,803.47 with high probability of supplemental damage once unit is torn down. ACV \$8,000 - \$1,000 ded = \$7,000 payment on receipt of signed title. Let me know if you have any questions.

Thanks!

Janene Jones

Claims Clerk/Processor

888-389-8198 x112

Fax 573-751-8276

janene-jones@moperm.com

**PURCHASE AGREEMENT
FOR
CHEVROLET CAPRICE POLICE PACKAGE - MODEL YEAR 2012**

THIS AGREEMENT dated the 8 day of March 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Don Brown Chevrolet Inc.** herein "Vendor."

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 **Chevrolet Caprice Police Package: Model Year 2012** in compliance with all bid specifications and any addendum issued for the State of Missouri Contract number **C112055001**. All such documents shall constitute the contract documents which are 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 and the State of Missouri Contract number **C112055001** shall prevail and control over the vendor's bid response.

2. **Purchase** – The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) of the following:

- | | |
|---|-------------|
| • 2012 Chevrolet Caprice 9C1 Police Package | \$25,840.00 |
| • Add Line Item 030 - Cooperative procurement – dealer prep | \$525.00 |
| • Add Line Item 036 - Delivery | |
| ▪ (round trip: 244 miles x .96 = \$234.24) | \$234.24 |
| • Add Line Item 004 – head curtain airbags | \$63.00 |
| • Add Line Item 006 – 6 keys | \$127.00 |
| • Add Line Item 6E3 – Fleet keyed alike | \$25.00 |
| • Add Line Item 6N5 – rear window switches inop | \$70.00 |
| • Add Line Item 6N6 – inside rear door inop | \$66.00 |
| • Add Line Item AEH – vinyl rear seat | \$110.00 |
| • Add Line Item 6A3 – vinyl floor covering | No Charge |
| • Add Line Item 6J7 – flasher system | \$375.00 |
| • Add Line Item T53 – trunk lid warning system | \$425.00 |
| • TOTAL | \$27,860.24 |
| | |
| • Color: (GAN) Silver Ice Metallic | |

Total contract cost for one (1) vehicle is Twenty Seven Thousand Eight Hundred Sixty Dollars and Twenty-Four Cents (\$27,860.24).

3. **Delivery** - Vendor agrees to deliver vehicles as set forth in the bid documents and within 120 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. 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 Vendor, 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. **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.

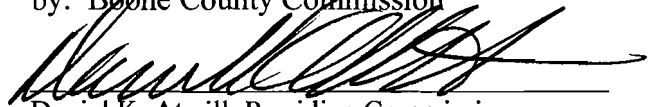
DON BROWN CHEVROLET INC.

by 


title Fleet Manager

BOONE COUNTY, MISSOURI

by: Boone County Commission


Daniel K. Atwill, Presiding Commissioner



APPROVED AS TO FORM:


County Counselor

ATTEST:


Wendy S. Noren, County Clerk

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.)

 by  03/05/2012
Signature Date

1195/92400/71016 - ^{26,860.24} \$27,860.24
1195/71016 - \$1,000.00
Appropriation Account



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

December 27, 2011

CONTRACT TITLE: Patrol Vehicles: Current Model Year

CURRENT CONTRACT PERIOD: October 14, 2011 through End of Current Model Year

BUYER INFORMATION: Tammy Michel
 (573) 751-3114
Tammy.michel@oa.mo.gov

RENEWAL INFORMATION	NO RENEWAL OPTION AVAILABLE
----------------------------	------------------------------------

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
 PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.
 Local Purchase Authority shall not be used to purchase supplies/services included
 in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's
Awarded Bid & Contract Document Search located on the Internet at <http://www.oa.mo.gov/purch>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C112055001	4313370020 1	Don Brown Chevrolet, Inc. and Ally Contact: David Helterbrand 2244 South Kingshighway St. Louis, MO 63110 Phone: (314) 772-1400 Fax: (314) 772-1022	No	Yes
C112055002	4319214100 1	West Brothers Chevrolet Buick GMC Contact: John Schaefferkoetter 47 North Service Road W PO Box 579 Sullivan, MO 63080 Phone: 573-205-3925 Fax: 573-437-5570 Email: johns@westbrothers.com	No	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C112055003	4312062830 4	Lou Fusz-Chrysler, Jeep, Dodge Contact: Donna Garrison 3480 Hwy K O'Fallon, MO 63368 Phone: 636-448-0146 Fax: 636-442-8126	No	Yes
C112055004	4309186700 0	Joe Machens Ford Contact: Barry Garrett 1911 West Worley Columbia, MO 65203 Phone: (573) 445-4411 Fax: (573) 445-8164 Email: bgarrett@machens.com	No	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
10/14/11- End of Current Model Year	12/27/11	The contact name has been changed for contract C112055004.
10/14/11- End of Current Model Year	10/31/11	The vendor number for contract C112055002 has been corrected to read 4319214100 1.
10/14/11- End of Current Model Year	10/28/11	Line item 017 was corrected to read \$3,745.00 in lieu of \$2,745.00. furthermore, the statement "Includes line item 016 credit" was added.
10/14/11- End of Current Model Year	10/14/11	Initial issuance of new statewide contract

PATROL CARS – CURRENT MODEL YEAR
(Statewide)

GENERAL INFORMATION

C112055001, C112055002, C112055003, and C112055004 are established for the purchase of current model year police package sedans. These are law enforcement vehicles and their purchase must be intended for law enforcement use. Specific information on warranty, ordering and delivery terms follows. Vehicle specifications and prices, including options, are included herein.

BRAND AND MODEL

C112055001:	Brand: Chevrolet	Model: Caprice 9C1 Police Package Sedan
	Brand: Chevrolet	Model: Impala 9C1 Police Package Four Door Sedan
C112055002	Brand: Chevrolet	Model: Tahoe
C112055003:	Brand: Dodge	Model: Charger Police
C112055004:	Brand: Ford	Model: Police Interceptor Sedan
	Brand: Ford	Model: Police Interceptor Utility

WARRANTY

The Standard Factory Warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the unit is placed in service. If special forms must be filed with the contractor, the State of Missouri will comply with this request.

The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri.

ORDERING

The agency shall issue its own PGQ (Quick Price Agreement) order on an as needed basis. The contractor must not ship until they are in receipt of a hard copy PGQ order.

The commodity service code to use for line items 001, 007, 010, 015 and 023 in SAM II will be 07006. The commodity service code to use for line item 009 will be 07048.

DELIVERY

Must be made between the hours of 8:00 AM and 12:00 Noon or 1:00 PM and 4:00 PM, Monday through Friday, holidays excepted.

In the event the contractor fails to deliver the vehicle by the stated ARO time, the State of Missouri reserves the right to find the same or similar vehicle from another source, and to charge the contractor the difference for the substitution. The State of Missouri reserves the right to exercise this clause on a case-by-case basis, and to consider the degree of contractor responsibility in the delay.

PATROL CARS – CURRENT MODEL YEAR
(Statewide)

Contract Number: C112055001

Contractor: Don Brown Chevrolet Inc. & Ally

Line Item 001

Commodity Service Code: 07006

MAKE/MODEL: 2012 Chevrolet Caprice 9C1 Police Package Sedan PRICE: \$25,840.00

EQUIPMENT INCLUDED IN PRICE

- 6.0 liter V8 gasoline engine with heavy duty cooling system and auxiliary engine oil cooler
- Rear wheel drive
- Six (6) Speed heavy duty transmission for police operation. Floor mounted shift lever without console
- 2.92 to 1 Rear Axle Ratio, Limited Slip
- Heavy-duty power rack and pinion steering with auxiliary oil cooler
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Heavy-duty 4 wheel independent front and rear suspension equipped with heavy-duty front and rear stabilizer bars
- Tilt and telescoping steering wheel
- Five (5) Goodyear P235/50R 18 BSW tires "W" speed rated, (includes full size spare)
- Five (5) 18" x 8" heavy-duty steel wheels (includes full Size spare)
- Full wheel covers
- 170 ampere alternator
- 700 c.c.a. heavy-duty battery
- 600 c.c.a. heavy-duty auxiliary battery located in trunk. Must include isolator to prevent main battery rundown
- Cruise control factory installed
- Factory installed air conditioning with integral heater and Defroster
- Electric rear window defroster
- Speedometer, Police type, 0-160 MPH, certified for accuracy
- AM/FM Radio
- AM and Police radio noise suppression package
- Power windows and door locks. Rear power windows operable from rear seat and driver's seat. Rear window lockout switch controllable from the driver's position
- Rear inside door locks and handles fully operable
- Single key system for ignition, door and deck lid with two (2) keyless entry key fobs. Each vehicle keyed differently
- Deck lid key lock cylinder. Driver side front door lock cylinder
- Outside Rearview mirrors power heated
- Heavy-duty front bucket seats reinforced for increase support and covered with heavy duty cloth fabric. No center console. Power adjusting driver seat with manual fore-aft movement
- Heavy-duty cloth fabric rear bench seat
- Driver and front passenger air bags, side curtain air bags for driver and passenger only, front seat back mounted thorax air bags
- Full color keyed carpeting
- Front and rear carpeted mats
- Front license bracket
- Left (driver side) factory spotlight provision with 6" halogen spotlight installed
- Factory installed overhead high intensity auxiliary dome lamp wired and switched independently from standard dome lamp
- Dome and courtesy lamps will not operate when doors are opened. Lamps controlled by IP switch only.
- Grill lamp and siren speaker wiring
- Horn/siren wiring circuit
- Standard production solid color exterior and standard interior trim

AVAILABLE OPTIONS

Line Item 002 – \$ 165.00

6.0 liter V8 gasoline engine, delete and replace with 3.6 liter V6 gasoline engine with locking (limited slip) differential.

* Note: \$ 0.00 if locking (limited slip) differential is not desired.

Line Item 003 – \$ 212.00 (credit)

Auxiliary equipment battery, delete.

Line Item 004 – \$63.00

Head curtain roof rail mounted airbags, combined front and rear passenger.

PATROL CARS – CURRENT MODEL YEAR
(Statewide)

Line Item 005 – \$ <\$391> Delete

Detective street appearance package. Includes spotlight and spotlight provision delete (9C3 Option)

Line Item 006 – \$ 127.00

6 Keys with integrated remote entry (option AMF)

DELIVERY: 120 days after receipt of order - Subject to delays.

The following line items will apply to co-operative procurement and state agency orders.

Line Items 030 - \$525.00 per vehicle

Other State agencies and Cooperative Procurements may purchase cars off this contract. The total vehicle preparation cost for the vehicles processed through the contractors dealership is a per vehicle price.

Line Item 036 - \$0.96 per mile

Total round trip per mile to deliver cooperative procurement and other state agencies vehicles if requested.

Contract Number: C112055001

Contractor: Don Brown Chevrolet Inc. & Ally

Line Item 007

Commodity Service Code: 07006

MAKE/MODEL: 2012 Chevrolet Impala 9C1 - 9C3 Police Package Four Door Sedan

PRICE: \$20,196.00

EQUIPMENT INCLUDED IN PRICE

- | | |
|---|--|
| <ul style="list-style-type: none">-V-6, 3.6 Liter Gasoline Engine with Heavy-Duty Cooling system and auxiliary engine oil cooler-Front Wheel Drive-Six Speed Automatic Transmission, heavy duty for police Operation. Column Shifter and External Oil Cooler-Heavy Duty Power Rack And Pinion Steering With Oil Cooler-Tilt Steering Wheel-Heavy-Duty Fade Resistant Four Wheel Anti-Lock Disc Brakes with Power Booster-Four Wheel Heavy Duty Independent Suspension with heavy duty front and rear stabilizer bars.-Four (4) P235/55R17 BSW "W" speed rated tires-Four (4) 17" heavy duty steel wheels.-Manufacturers optional full wheel covers.-Compact Spare tire/wheel-170 Ampere Alternator-730 CCA Heavy Duty Battery-Police Type 0-140 mph Speedometer Certified For Accuracy-Cruise Control-Automatic Deck Lid Release-Driver and passenger front air bag, Side Curtain Air Bags
Driver and passenger, Driver and front passenger seat mounted thorax air bags-AM/FM Stereo-AM and Police Radio Noise Suppression Package | <ul style="list-style-type: none">-Power Windows and Door Locks, rear window operable from
rear seat and driver's seat, rear window lockout switch controllable from driver's position-Rear inside door locks and handles fully operable-Single Key Locking System with two (2) keyless entry key fobs. Each vehicle keyed differently-Deck lid and driver door lock cylinders-Protective Body Side Moldings-Air Conditioning with integral heater and defroster-Electric Rear Window Defroster-Reinforced Heavy Duty Front Bucket Seats with heavy duty cloth fabric. No center console. Power adjusting driver and passenger seat-Heavy-Duty Cloth Fabric Rear Bench Seat-Full Carpeting, both Front and Rear-Front and Rear Floor mats-Front License Bracket-Spotlight Provision; Left Hand with 6" Unity Halogen Spotlight-Courtesy Lamp Disable, Lamps controlled by IP switch-Auxiliary Dome Lamp-Grill Lamp, Siren and Speaker Wiring-Power heated outside rear view mirrors-Standard Production Solid Color Exterior and Standard Interior Trim |
|---|--|

**PATROL CARS – CURRENT MODEL YEAR
(Statewide)**

AVAILABLE OPTIONS

Line Item 008– \$ 242.00 - Delete

Detective Street Appearance Package. Includes spotlight and spotlight provision delete (9C3 Option)

DELIVERY: Approximately 80 days after receipt of order.

The following line items will apply to co-operative procurement and state agency orders.

Line Items 031 - \$525.00 per vehicle

Other State agencies and Cooperative Procurements may purchase cars off this contract. The total vehicle preparation cost for the vehicles processed through the contractors dealership is a per vehicle price.

Line Item 036 - \$0.96 per mile

Total round trip per mile to deliver cooperative procurement and other state agencies vehicles if requested.

Contract Number: C112055002

Contractor: West Brothers Chevrolet

Line Item 009

Commodity Service Code: 07048

MAKE/MODEL: 2012 Chevrolet Tahoe 2-Wheel Drive Police Package PPV

PRICE: \$25,428.00

EQUIPMENT INCLUDED IN PRICE

- V-8 type, 5.3 liter gasoline engine with Heavy-duty cooling system and auxiliary engine oil cooler
- Rear wheel drive
- Six speed automatic transmission, heavy duty for police operation, column mounted gear shift lever and auxiliary oil cooler.
- 3.08 to 1 Rear Axle Ratio
- 6,700 lbs. G.V.W.R.
- Heavy duty power rack and pinion steering with auxiliary oil cooler.
- Tilt steering wheel
- Heavy duty fade resistant 4 wheel anti-lock disc brakes with power assist.
- Heavy-duty front and rear suspension equipped with heavy-duty front and rear stabilizer bars
- Five tires, P265/60R17 BSW, "V" speed rated (includes spare)
- Five 17" x 7.5" heavy-duty steel wheels (includes spare)
- Metal bolt-on chrome center caps.
- 160 ampere alternator
- Heavy duty 730 C.C.A battery
- Police Type Speedometer, 0-140 MPH, certified
- Driver and front passenger air bags, Driver and passenger side curtain air bags, Driver and front passenger seat mounted thorax air bags
- AM/FM stereo with CD
- AM and police radio noise suppression package
- Power windows with rear window lockout switch
- Power door locks
- Rear inside door locks and handles fully operable
- Driver front door and Lift gate lock cylinder
- Single Key Locking System
- Cruise Control
- Front and rear air conditioning with integral heater and defroster.
- Electric rear window defroster
- Heavy duty high back front bucket seats reinforced for increased support and covered with heavy duty cloth fabric. No center console. Power driver and front passenger seats
- Heavy duty vinyl bench rear seat.
- Full Color keyed carpeting.
- Front and Rear floor mats
- Protective Body Side Moldings
- Deep tinted glass, all windows except windshield and front door windows which shall be a light tinted glass.
- Outside heated and power adjustable mirrors
- Front License Bracket
- Spotlight Provision, Left Hand With 6" Unity Halogen spotlight
- High intensity Auxiliary Dome Lamp
- Horn and Siren Wiring Circuit
- Standard Production Solid Color Exterior and Standard Interior Trim

PATROL CARS – CURRENT MODEL YEAR
(Statewide)

DELIVERY: Approximately 70 days after receipt of order.

The following line items will apply to co-operative procurement and state agency orders.

Line Items 032- \$420.00 per vehicle

Other State agencies and Cooperative Procurements may purchase cars off this contract. The total vehicle preparation cost for the vehicles processed through the contractors dealership is a per vehicle price.

Line Item 036 - \$1.10 per mile

Total round trip per mile to deliver cooperative procurement and other state agencies vehicles if requested.

Contract Number: C112055003

Contractor: Lou Fusz-Chrysler, Jeep, Dodge, Ram

Line Item 010

Commodity Service Code: 07006

MAKE/MODEL: 2012 Dodge LDDE48 Charger Police Pursuit

PRICE: \$21,953.00

EQUIPMENT INCLUDED IN PRICE

- | | |
|--|---|
| <ul style="list-style-type: none">-V-8 type, 5.7 liter gasoline engine with heavy duty cooling system and engine oil cooler-Rear wheel drive-3.06 to 1 Rear Axle Ratio-Five speed automatic with overdrive transmission, heavy duty for police operation, column shifter and external oil cooler-Heavy duty power rack and pinion steering with oil cooler-Tilt steering wheel-Heavy duty fade resistant four wheel disc anti-lock disc brakes with power booster-Heavy duty four wheel independent suspension-Four (4) Goodyear tires, P225/60R18 BSW, "W" speed rated-Four 18" x 7.5" steel wheels with manufacturers optional 18" full wheel covers-Space-saver type spare tire/wheel-220 ampere alternator-Heavy duty 800 c.c.a. minimum battery-Speed Control-Air conditioning system with integral heater and defroster-Electric rear window defroster-Power Deck Lid Release, ignition controlled-Police Type Certified 0-160 mph speedometer-AM/FM stereo radio-Radio Noise Suppression Package | <ul style="list-style-type: none">-Driver and front passenger air bags, driver and passenger side curtain air bags and driver and front passenger seat mounted thorax air bags-Power windows and door locks, rear power window operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position-Rear inside door locks and handles fully operable-Heavy duty front bucket seats reinforced for increased support with heavy duty cloth fabric. No center console. Power adjusting driver seat-Heavy duty cloth bench rear seat.-Full carpeting both front and rear-Carpeted floor mats-Front license bracket-Spotlight Provision, Left Hand With 6" Unity Halogen Spotlight-Factory dome/map lamp delete-Auxiliary Dome Lamp wired and switched independently-Power Heated Outside Rearview Mirrors-Single Key Locking System-Keyless Entry System-Standard Production Solid Color Exterior and Standard Interior Trim |
|--|---|

AVAILABLE OPTIONS

Line Item 011 - \$818.00 (credit)

5.7 liter V8 engine delete and replace with 3.6 liter V6 engine (credit).

Line Item 012 - \$160.00

Compact spare tire/wheel, delete and replace with full size spare.

PATROL CARS – CURRENT MODEL YEAR
(Statewide)

Line Item 013 - No Charge

Police equipment mounting bracket located between front seats.

Line Item 014 - \$495.00

Detective street appearance package. Includes spotlight and spotlight provision delete

DELIVERY: Approximately 70 days after receipt of order.

The following line items will apply to co-operative procurement and state agency orders.

Line Items 033- \$863.00 per vehicle

Other State agencies and Cooperative Procurements may purchase cars off this contract. The total vehicle preparation cost for the vehicles processed through the contractors dealership is a per vehicle price.

Line Item 036 - \$1.50 per mile

Total round trip per mile to deliver cooperative procurement and other state agencies vehicles if requested.

Contract Number: C112055004

Contractor: Joe Machens Ford

Line Item 015

Commodity Service Code: 07006

MAKE/MODEL: 2013 Ford Police Interceptor Sedan

PRICE: \$25,796.00

EQUIPMENT INCLUDED IN PRICE

- V-6 type, 3.5 liter turbo-charged (EcoBoost) gasoline engine with heavy duty cooling system and engine oil cooler
- 148 m.p.h. top speed calibration
- All wheel drive
- Six speed automatic heavy duty police calibration, column shifter and external oil cooler
- Heavy duty electric power assist steering
- Tilt steering wheel
- Heavy duty fade resistant four wheel disc anti-lock disc brakes with power booster
- Independent front and rear suspension. Front and rear stabilizer bars
- Five (5) tires, 245/55R18 BSW, "W" speed rated (includes spare)
- Five (5) 18" x 8" heavy duty steel wheel (includes spare)
- 18" Full Wheel Covers
- 220 ampere heavy duty alternator
- 750 c.c.a. minimum battery
- Police type speedometer certified for accuracy
- Speed Control
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- AM/FM stereo radio
- Power adjustable brake and accelerator pedals
- AM and police radio noise suppression package
- Power windows and door locks, rear power window operable from rear seat and driver's seat, rear window lockout switch
- controllable from driver's position
- Rear inside door locks and handles fully operable
- Automatic Deck Lid Release, ignition controlled
- Deck lid and driver door key lock cylinder
- Single Key Locking System
- Heavy duty front bucket seats without console, designed for police usage and covered with heavy duty cloth fabric.
- 6-way power adjusting driver seat
- Heavy duty cloth bench rear seat.
- Driver and front passenger air bags, driver and passenger side curtain air bags and driver and front passenger seat mounted thorax air bags
- Full carpeting both front and rear
- Carpeted floor mats
- Front license bracket
- Spotlight Provision, Left Hand With 6" Unity Halogen Spotlight
- Police Power Pigtail Harness
- Pre-wiring for grill lamp, siren and speaker
- Courtesy lamps disabled when any door is opened
- Overhead high intensity auxiliary dome lamp wired and switched independently from dome lamp
- Standard Production Solid Color Exterior and Standard Interior Trim

**PATROL CARS – CURRENT MODEL YEAR
(Statewide)**

AVAILABLE OPTIONS

Line Item 016 - \$2,745.00 (credit)

Turbo-charged 3.5 liter V6 engine delete and replace with normally aspirated 3.5 liter V6 (TiVCT) gasoline engine

Line Item 017 - \$3,745.00 (credit) (Includes Line Item 016 credit)

All wheel drive delete and replace with standard front wheel drive. Requires normally aspirated 3.5 liter V6 engine

Line Item 018 - \$126.00

Four remappable switches on steering wheel

Line Item 019 - \$202.00

Manufacturer installed electronics tray

Line Item 020 - \$252.00 (Includes Line item 019)

Manufacturer installed trunk circulation fan (mounted on package tray)

Line Item 021 - \$214.00

Manufacturer installed remote keyless entry key fob

Line Item 022 - No Charge

Police Interceptor badge delete option

DELIVERY: Approximately 90 to 120 days after receipt of order.

The following line items will apply to co-operative procurement and state agency orders.

Line Items 034 - \$600.00 per vehicle

Other State agencies and Cooperative Procurements may purchase cars off this contract. The total vehicle preparation cost for the vehicles processed through the contractors dealership is a per vehicle price.

Line Item 036 - \$1.50 per mile

Total round trip per mile to deliver cooperative procurement and other state agencies vehicles if requested.

Contract Number: C112055004

Contractor: Joe Machens Ford

Line Item 023

Commodity Service Code: 07006

MAKE/MODEL: 2013 Ford Police Interceptor Utility AWD

PRICE: \$24,937.00

EQUIPMENT INCLUDED IN PRICE

- | | |
|---|--|
| -V-6 type, 3.7 liter normally aspirated gasoline engine
with heavy duty cooling system and engine oil cooler | stabilizer bars |
| -All wheel drive | -Five (5) tires, 245/55R18 BSW, "W" speed rated (includes spare) |
| -Six speed automatic heavy duty police calibration, column
Mounted gear selector and auxiliary oil cooler | -Five (5) 18" x 8" heavy duty steel wheel (includes spare) |
| -Heavy duty electric power assist steering | -18" Full Wheel Covers |
| -Tilt steering wheel | -220 ampere heavy duty alternator |
| -Heavy duty fade resistant four wheel disc anti-lock disc
brakes with power booster | -750 c.c.a. minimum battery |
| -Independent front and rear suspension. Front and rear | -Police type speedometer certified for accuracy |
| | -Speed Control |
| | -Air conditioning system with integral heater and defroster |

**PATROL CARS – CURRENT MODEL YEAR
(Statewide)**

- Electric rear window defroster
- AM/FM stereo radio
- Power adjustable brake and accelerator pedals
- AM and police radio noise suppression package
- Power windows and door locks, rear power window operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position
- Rear inside door locks and handles fully operable
- Lift gate key lock cylinder and driver door key lock cylinder
- Single Key Locking System
- Privacy glass for second and third row
- Heavy duty front bucket seats without center console, designed for police usage and covered with heavy duty cloth fabric. 6-way power adjusting driver seat

- Heavy duty cloth bench rear seat.
- Driver and front passenger air bags, driver and passenger side curtain air bags and driver and front passenger seat mounted thorax air bags
- Full carpeting first and second row
- Carpeted floor mats
- Front license bracket
- Spotlight Provision, Left Hand With 6" Unity Halogen Spotlight
- Police Power Pigtail Harness
- Pre-wiring for grill lamp, siren and speaker
- Courtesy lamps disabled when any door is opened
- Overhead high intensity auxiliary dome lamp
- Standard Production Solid Color Exterior and Standard Interior Trim

AVAILABLE OPTIONS

Line Item 024 - \$1,001.00 (credit)

All wheel drive delete and replace with standard front wheel drive

Line Item 025 - \$127.00

Four remappable switches on steering wheel

Line Item 026 - \$213.00

Manufacturer installed remote keyless entry key fobs

Line Item 027 – No Charge

Police Interceptor badge delete option

Line Item 028 - \$500.00

Auxiliary air conditioning

Line Item 029 - \$41.00

Red/White dome lamp in cargo area

DELIVERY: Approximately 90 to 120 days after receipt of order.

The following line items will apply to cooperative procurement and state agency orders.

Line Item 035 - \$600.00 per vehicle

Other state agencies and cooperative procurements may purchase cars off of this contract. The total vehicle preparation cost for the vehicles processed through the contractor's dealership is a per vehicle price.

Line Item 036 - \$0.40 per mile

Total round trip per mile to deliver the cooperative procurement and other state agencies vehicles if requested.

**PATROL CARS- CURRENT MODEL YEAR
(STATEWIDE CONTRACT)**

**State of Missouri
Office of Administration
Division of Purchasing and Materials Management
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product Purchased (include Item No's., if available): _____

Rating Scale: 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

Comments: _____

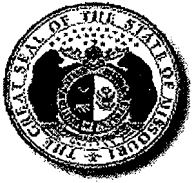
Prepared by: _____ **Title:** _____ **Agency:** _____

Date: _____ **Phone:** _____ **Email:** _____

Address: _____

Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:

Office of Administration
Division of Purchasing and Materials Management
301 West High Street, RM 630
PO Box 809
Jefferson City, Missouri 65102
**You may also e-mail form to the buyer as an attachment at
tammy.michel@oa.mo.gov**



State of Missouri
 Office of Administration
 State Fleet Management Program
 Post Office Box 809, Jefferson City, MO 65102
 573/751-4534
 FAX 573/751-7819

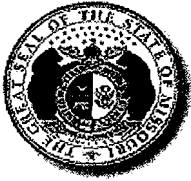
Agency Tracking # (Optional)	
Date Received SFM Use Only	
Tracking Number SFM Use Only	

VEHICLE PREAPPROVAL FORM (Page 1)

Department/Division	Agency Contact Name
SAM II Order #	Agency Contact Fax

SECTION A		
Expansion/Replacement	<input type="checkbox"/> Expansion <input type="checkbox"/> Replacement <i>(Complete Section D for Expansion Requests)</i>	Purchase Price \$
Purchase From:	<input type="checkbox"/> State Contract <input type="checkbox"/> Surplus <input type="checkbox"/> MSHP	Purchase Option (check all that apply) <input type="checkbox"/> Purchase <input type="checkbox"/> Lease-Purchase <input type="checkbox"/> Credits (Section 37.452 RSMo)
Vehicle Requested <input type="checkbox"/> New <input type="checkbox"/> Used (Check One)		
VEHICLE DATA	VEHICLE TO BE REPLACED	REQUESTED VEHICLE
Year		
Make		
Model		
VIN		N/A
License Number		N/A
Inventory Number		N/A
Current Odometer		<i>(leave blank for new vehicles)</i>
Annual Miles Driven	<i>Prior FY Actual</i>	<i>Estimated</i>
Vehicle Category	Pick One	Pick One
Vehicle Subcategory	Pick One	Pick One
Check all that apply	<input type="checkbox"/> 4WD <input type="checkbox"/> Police Equipped	<input type="checkbox"/> 4WD <input type="checkbox"/> Police Equipped
Primary Assignment	<input type="checkbox"/> Individual <input type="checkbox"/> Function <input type="checkbox"/> Pool	<input type="checkbox"/> Individual <input type="checkbox"/> Function <input type="checkbox"/> Pool
Assignment Name		
Vehicle Purpose	<input type="checkbox"/> Employee Transportation <input type="checkbox"/> Client Transportation <input type="checkbox"/> Task Specific (describe below) <input type="checkbox"/> Special Purpose (describe below)	<input type="checkbox"/> Employee Transportation <input type="checkbox"/> Client Transportation <input type="checkbox"/> Task Specific (describe below) <input type="checkbox"/> Special Purpose (describe below)
Reason for Replacement	<input type="checkbox"/> Routine (Over 120,000 miles) <input type="checkbox"/> Other <i>(Complete Section E)</i>	Actual Disposal Date/Miles <i>(SFM use only)</i>
Estimated Disposal Date		

SECTION B: SIGNATURES	
Agency Head or Designee _____ Date: _____	State Fleet Manager _____ Date: _____ <input type="checkbox"/> Approved <input type="checkbox"/> Denied



State of Missouri
 Office of Administration
 State Fleet Management Program
 Post Office Box 809, Jefferson City, MO 65102
 573/751-4534
 FAX 573/751-7819

Agency Tracking # (Optional)	
Date Received SFM Use Only	
Tracking Number SFM Use Only	

VEHICLE PREAPPROVAL FORM (Page 2)

SECTION C: ADDITIONAL JUSTIFICATION FOR CERTAIN VEHICLE TYPES

This section must be completed if a SUV, four wheel drive vehicle, full size sedan or a police equipped vehicle is requested for individuals other than POST certified officers.

Special Requirements: Check all that apply and then describe in detail in the space provided below.

- Regularly driven off road or on unimproved roads
- Equipment/Tool Storage
- Passenger Occupancy
- Utility Features
- Other

Please describe the specific need here. Include justification describing why a lower cost; more fuel-efficient vehicle is not sufficient to meet agency needs.

SECTION D: ADDITIONAL JUSTIFICATION FOR EXPANSION VEHICLES

This section must be completed for expansion vehicle requests.

Reason for Expansion: Check all that apply and then describe in detail in the space provided below:

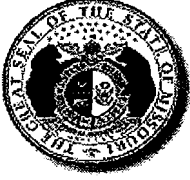
- New Statutory Requirements
- Fleet Increase Approved by General Assembly
- Program Changes
- Other

Describe the need to expand the fleet here.

SECTION E: REASON FOR REPLACEMENT

If "Other" was selected as the reason for replacement on page one please provide additional information below.

ADDITIONAL INFORMATION (optional)



State of Missouri
Office of Administration
State Fleet Management Program
Post Office Box 809, Jefferson City, MO 65102
573/751-4534
FAX 573/751-7819

VEHICLE PREAPPROVAL FORM

INSTRUCTIONS & INFORMATION

All new or used vehicle purchases must be approved in accordance with Executive Order 05-02 and the State Vehicle Policy (SP-4) which also requires vehicles under 10,000 GVWR (Gross Vehicle Weight Rating) to be pre-approved by the State Fleet Manager. The State Vehicle Policy may be viewed at <http://www.oa.mo.gov/gs/fm/index.htm>. This includes vehicles purchased directly from other state agencies or State Surplus Property. State Surplus Property requires a signed pre-approval form prior to selling a used vehicle to a state agency.

STEP-BY-STEP INSTRUCTIONS TO COMPLETE THE PREAPPROVAL FORM

Complete Section A with information on the vehicle to be purchased and the vehicle to be replaced (if applicable).
Complete Section C if the request is to request purchase an SUV, four wheel drive pickup, full size sedan or a police equipped vehicle to be operated by individuals other than POST certified law enforcement officers.
Complete Section D if you are requesting an expansion to the size of your fleet.
Obtain signature of agency head or designee in Section B.
Agencies are not required to submit page two of this form if Sections C-E are not required.
Submit the signed form to the State Fleet Management Program. Address and fax numbers are displayed at the top of this page.
Interagency Mail: Room 760, Harry S. Truman State Office Building
The signed preapproval form will be faxed back to the contact indicated on the top of page one.

SAM II FINANCIAL PURCHASE ORDER INFORMATION

Agencies must use one of the following commodity codes when processing a PGQ or PDQ document:

07006 – Automobiles & Station Wagons
07007 – Autos, Station Wagons, Vans, Trucks, Alternative Fuel
07048 – Trucks (One Ton and Less Capacity)
07092 – Vans

Agencies do not have to enter a SAM II purchase order prior to submission of the preapproval form. If the purchase order number is indicated on the preapproval form, it will be approved in SAM II after the State Fleet Manager approves the preapproval form. If the purchase order number is not provided, agencies must contact the State Fleet Manager with the SAM II purchase order number and the SFM Tracking Number from the top of the preapproval form and indicate that the purchase order is ready for approval.

VEHICLE CREDIT INFORMATION

If your agency would like to purchase a vehicle with vehicle credit funds, please submit the Vehicle Credit Request Form with the Vehicle Preapproval Form. Your request to purchase a vehicle with credit funds must be approved before a purchase order can be fully processed. All vehicle credit purchases must be made in accordance with the signed interagency spending delegation agreement and Vehicle Credit Procedures. Procedures and the request form can be found at: <http://www.oa.mo.gov/gs/fm/ssp.htm>.

QUESTIONS: Contact Cynthia Dixon, State Fleet Manager at 573/751-4534.

ALL OPTIONS

ALL OPTIONS - 2012 Fleet/Non-Retail 1E19 4dr Sdn Police

CATEGORY

Code	Description	MSRP
EMISSIONS		
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
NE1	EMISSIONS, ARIZONA, CONNECTICUT, MAINE, MARYLAND, MASSACHUSETTS, NEW JERSEY, NEW YORK, OREGON, PENNSYLVANIA, RHODE ISLAND, VERMONT AND WASHINGTON STATE REQUIREMENTS	\$0.00
YF5	EMISSIONS, CALIFORNIA STATE REQUIREMENTS	\$0.00
NB8	EMISSIONS OVERRIDE, CALIFORNIA (allows a dealer in states that require California emissions - Arizona, California, Connecticut, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island or Washington - to order Federal emissions for a vehicle that will be registered in a state that has Federal emission requirements). Do not use for vehicles that will be registered in Arizona, California, Connecticut, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island or Washington. (Requires (FE9) Federal emissions requirements. Not available in Maine or Vermont.)	\$0.00
NC7	EMISSIONS OVERRIDE, FEDERAL (for vehicles ordered by dealers in Federal emission states with (YF5) or (NE1) emissions - Not required for vehicles being shipped to Arizona, California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington) (Requires (YF5) California state emissions requirements or (NE1) Arizona, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington state emissions requirements.)	\$0.00
NB9	EMISSIONS OVERRIDE, STATE-SPECIFIC (for dealers ordering vehicles in (YF5) or (NE1) emission states - Arizona, California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington) (Allows a California dealer (YF5 emissions) to order (NE1) emissions with (NB9) emissions override code for registration in (NE1) states; or, an Arizona, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington dealer (NE1 emissions) to order (YF5) emissions with (NB9) emissions override code for registration in California.)	\$0.00
ENGINE		
LFX	ENGINE, 3.6L SIDI DOHC V6 VVT (301 hp [224.4 kW] @ 6700 rpm, 265 lb-ft of torque [357.8 N-m] @ 4800 rpm) (STD)	\$0.00
L77	ENGINE, 6.0L V8 SFI WITH ACTIVE FUEL MANAGEMENT, INCLUDES (E85) FLEXFUEL (GAS ETHANOL) CAPABILITY uses gasoline or E85 fuel. (355 hp [264.7 kW] @ 5300 rpm, 384 lb-ft of torque [518.4 N-m] @ 4400 rpm)	\$0.00
TRANSMISSION		
MX0	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED (STD)	\$0.00
PREFERRED EQUIPMENT GROUP		
1SB	POLICE PREFERRED EQUIPMENT GROUP	\$0.00
MODEL OPTION		
9C1	POLICE PACKAGE	\$0.00
PAINT		
GAN	SILVER ICE METALLIC	\$0.00
GGG	ALTO GRAY METALLIC	\$0.00
GHY	RED HOT	\$0.00
GIE	PHANTOM BLACK METALLIC	\$0.00
GIG	KARMA METALLIC	\$0.00
GII	HERON WHITE	\$0.00
GST	MIRAGE GLOW METALLIC	\$0.00
GYW	HUGO BLUE (Extra cost. Orders of less than 20 will be delayed until 20 unit minimum for batch build.)	\$500.00
PAINT SCHEME		
—	STANDARD PAINT	\$0.00
SEAT TYPE		
AAW	SEATS, FRONT BUCKET, CLOTH WITH HEAVY-DUTY FOAM, CLOTH REAR BENCH includes seatback security panel (STD)	\$0.00
AEH	SEATS, FRONT BUCKET, CLOTH WITH HEAVY-DUTY FOAM, VINYL REAR BENCH includes seatback security panel (Includes (6A3) heavy-duty vinyl floor covering.)	\$110.00
SEAT TRIM		
4BB	JET BLACK, CLOTH SEAT TRIM	\$0.00
RADIO		
UBW	AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER, SEEK-AND-SCAN, DIGITAL CLOCK AND AUTO-TONE CONTROL (STD)	\$0.00
ADDITIONAL EQUIPMENT		
G80	DIFFERENTIAL, LIMITED SLIP (Included with (L77) 6.0L V8 engine.)	\$195.00
K4S	BATTERY, AUXILIARY, 600 COLD-CRANKING AMPS, 70-AMP HOUR for accessory equipment, located in trunk	\$250.00
SG8	WHEEL, FULL-SIZE SPARE AND TIRE (Includes (UJ6) Tire Pressure Monitor System sensor, not programmed. Includes full-size tire)	\$170.00
W2P	WHEEL COVER, FULL	\$40.00
6B7	ROOF HOLE, ON-CENTERLINE (Not available with (6J5) passenger-side roof hole.)	\$195.00
6J5	ROOF HOLE, PASSENGER-SIDE (Not available with (6B7) on-centerline roof hole.)	\$195.00
6J3	WIRING, GRILLE LAMPS AND SIREN SPEAKER	\$170.00
6J7	FLASHER SYSTEM, HEADLAMP AND TAILLAMP, DRL COMPATIBLE with control wire	\$375.00
T53	LAMPS, (LED) RED AND BLUE RANDOM FLASHING TRUNK LID WARNING	\$425.00
7X6	SPOTLAMP, DRIVER-SIDE	\$460.00
7X7	SPOTLAMP, DRIVER- AND PASSENGER-SIDE	\$820.00
7X8	SPOTLAMP PROVISION, DRIVER-SIDE	\$285.00
7X9	SPOTLAMP PROVISION, DRIVER- AND PASSENGER-SIDE	\$520.00

DR9	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE, BLACK, MANUAL-FOLDING	\$60.00
A6F	SEAT ADJUSTER, FRONT PASSENGER 8-WAY POWER tilt, height, recline and lumbar with manual fore/aft	\$195.00
B34	FLOOR MATS, CARPETED FRONT AND REAR (Not available with (AEH) cloth front bucket seats with vinyl rear bench seat.)	\$80.00
6A3	FLOOR COVERING, HEAVY-DUTY VINYL, FRONT AND REAR (Included and only available with (AEH) cloth front bucket seats with vinyl rear bench seat. Replaces production carpeting.)	\$0.00
6N5	WINDOW SWITCHES, REAR-WINDOW INOPERATIVE (Rear power windows operate only from driver position.)	\$70.00
AMF	KEYS, 6 CUT with integrated Remote Keyless Entry (not programmed, see owner's manual); vehicle specific keyless entry for common fleet frequency not available (Includes remote vehicle start if (BTV) remote vehicle starter system is ordered.)	\$150.00
6E3	DOOR LOCKS, SINGLE KEY LOCKING SYSTEM, ENTIRE FLEET CODED ALIKE. KEY CODE IS DIFFERENT FROM (6E4) DOOR LOCKS. (Not available with (6E4) door locks. Not compatible with Impala and Tahoe Police vehicles.)	\$25.00
6E4	DOOR LOCKS, SINGLE KEY LOCKING SYSTEM, ENTIRE FLEET CODED ALIKE. KEY CODE IS DIFFERENT FROM (6E3) DOOR LOCKS. (Not available with (6E3) door locks. Not compatible with Impala and Tahoe Police vehicles.)	\$25.00
6N6	DOOR LOCKS AND HANDLES, INSIDE REAR DOORS INOPERATIVE (Doors can be opened from the outside.)	\$66.00
BTV	REMOTE VEHICLE STARTER SYSTEM includes content theft alarm system	\$295.00
6C7	LIGHTING, RED AND WHITE FRONT AUXILIARY DOME	\$195.00
7Y6	LIGHTING, INOPERATIVE DOME AND COURTESY LAMPS	\$25.00
B42	CARGO MAT, TRUNK custom-fitted, heavy-duty vinyl with molded edge	\$95.00
WX7	WIRING, FOR CUSTOMER CONNECTION TO FRONT DOOR SPEAKERS	\$85.00
6J4	WIRING, HORN AND SIREN CIRCUIT, INLINE FOR CUSTOMER-FURNISHED SWITCH	\$65.00
SGT	SPEED LIMITER, 130 MPH TOP SPEED	\$95.00
VVS	DAYTIME RUNNING LAMPS AND AUTOMATIC HEADLAMPS, DELETE	\$25.00
AYG	AIR BAGS, DUAL-STAGE FRONTAL, THORAX SIDE-IMPACT AND KNEE, DRIVER AND FRONT PASSENGER, AND HEAD CURTAIN SIDE-IMPACT, FRONT AND REAR OUTBOARD SEATING POSITIONS includes Passenger Sensing System (Head Curtain Side Air Bags are designed to help reduce the risk of head and neck injuries to front and rear seat occupants on the rear side of certain side-impact collisions. A note about child safety: Always use safety belts and the correct child restraint for your child's age and size. Even with air bags and the Passenger Sensing System, children are safer when properly secured in a rear seat in the appropriate infant, child or booster seat. Never place a rear-facing infant restraint in the front seat of any vehicle equipped with an active frontal air bag. See your vehicle Owner's Handbook for more information.)	\$75.00
R6M	NEW JERSEY COST SURCHARGE *Required on all vehicles to be registered in New Jersey*	\$0.00
R8Q	ILLINOIS COST SURCHARGE	\$0.00
FVX	NATIONAL FLEET INCENTIVE ***The dealer, on behalf of the fleet customer, will have the option of selecting the greater of the available fleet incentive (FVX/FPP) or a regional retail consumer cash incentive (CNC, CNE, CSE, CSR, CWE) IN EFFECT AT THE TIME OF DELIVERY, but not both. See the retail consumer cash administrative message for full guidelines. Regardless of the incentive taken, all deliveries are to be reported as fleet** *CREDIT*	\$0.00
VQ1	FLEET PROCESSING OPTION	\$0.00
VQ2	FLEET PROCESSING OPTION	\$0.00
VQ3	FLEET PROCESSING OPTION	\$0.00
—	BID ASSISTANCE	\$0.00

EPLS

Excluded Parties List System



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- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

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Search Results for Parties Excluded by

Firm, Entity, or Vessel : Don Brown Chevrolet
State : MISSOURI

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- > Acronyms
- > Privacy Act Provisions
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- > System for Award Management (SAM)

Reports

- > Advanced Reports
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Archive Search - Past Exclusions

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- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 8th day of March 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of State of Missouri Cooperative Contract: C112091004 – 2012 Ford Explorer 4x4 with Joe Machens Ford. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of March, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: February 21, 2012
RE: Cooperative Contract: *C112091004 – 2012 Ford Explorer 4x4*

Purchasing and the Sheriff Department request permission to utilize the State of Missouri cooperative contract *C112091004 – 2012 Model Year Light Duty Trucks and Sport Utility Vehicles* with Joe Machens Ford of Columbia, Missouri.

The contract is for two (2) 2012 Ford Explorer 4x4s for a total cost of \$49,440.00 and will be paid from department 2901 – Sheriff Operations - LE Sales Tax, account 92400 – Replacement Auto / Trucks.

cc: Contract File
Chad Martin, Leasa Quick / Sheriff Dept.

**PURCHASE AGREEMENT
FOR
2012 Ford Explorer, 4x4**

THIS AGREEMENT dated the 8 day of March 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Joe Machens Ford** herein "Vendor."

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 **Ford Explorer 4x4: Model Year 2012** in compliance with all bid specifications and any addendum issued for the State of Missouri Contract number **C112091004**. All such documents shall constitute the contract documents which are 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 and the State of Missouri Contract number **C112091004** shall prevail and control over the vendor's bid response.

2. **Purchase** – The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with two (2) Model Year 2012, Ford Explorer 4x4s as detailed below:

2012 Ford Explorer 4x4	\$24,153.00
• Add Item 216 – Towing Package	\$467.00
• Add Cooperative Purchasing Delivery @ \$0.40/mile round-trip delivery charge, not to exceed \$100.00	\$100.00
Vehicle Total:	\$24,720.00
Color: Tuxedo Black	
2012 Ford Explorer 4x4	\$24,153.00
• Add Item 216 – Towing Package	\$467.00
• Add Cooperative Purchasing Delivery @ \$0.40/mile round-trip delivery charge, not to exceed \$100.00	\$100.00
Vehicle Total:	\$24,720.00
Color: Ingot Silver	

Total contract cost for two (2) vehicles is Forty Nine Thousand Four Hundred Forty Dollars and Zero Cents (\$49,440.00).

3. **Delivery** - Vendor agrees to deliver vehicles as set forth in the bid documents and within 120 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges

in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. 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 Vendor, 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.

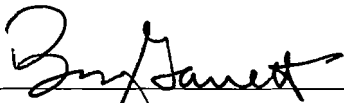
6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- 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.

JOE MACHENS FORD

BOONE COUNTY, MISSOURI

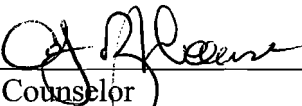
by 
title Fleet and Commercial Mgr.

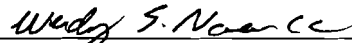
by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

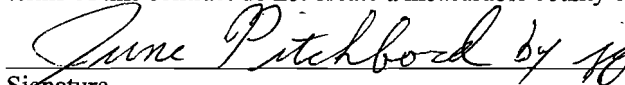
APPROVED AS TO FORM:

ATTEST:


County Counselor


Wendy S. Noren, County Clerk

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.)

<u></u>	<u>03/06/12</u>	2901 / 92400 - \$49,440.00
Signature	Date	Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

January 24, 2012

CONTRACT TITLE: Fleet Vehicles: 2012 Model Year Light Duty Trucks and Sport Utility Vehicles

CURRENT CONTRACT PERIOD: January 1, 2012 through End of 2011 Model Year

BUYER INFORMATION: Cale Turner
 (573) 526-2716
Cale.turner@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period
	January 1, 2012 through June 30, 2012 NO RENEWALS AVAILABLE

ALL PURCHASES MADE UNDER THESE CONTRACTS MUST BE FOR **PUBLIC USE ONLY**.
 PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THESE CONTRACTS IS **MANDATORY** FOR ALL STATE AGENCIES.
 Local Purchase Authority shall not be used to purchase supplies/services included
 in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's
Awarded Bid & Contract Document Search located on the Internet at <http://www.oa.mo.gov/purch>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C112091001	4406074350 0	Cable-Dahmer Chevrolet, Inc. 1834 S. Noland Road Independence, Missouri 64055 Contact: Bob James or Dean Meier (816) 521-7589 or (816) 254-3860 (816) 521-7509 (Fax) bjames@cabledahmer.com dmeier@cabledahmer.com	MBE	YES
C112091002	4311452600 0	Blue Springs Ford 3200 S. Outer Road Blue Springs, Missouri 64015 Contact: Mike Hilker (816) 229-4400 (816) 224-7328 (Fax) mhilker@bluespringsford.com	NO	YES

C112091003	4316465700 1	Landmark Dodge 1900 S. Noland Road Independence, Missouri 64055 Contact: Larry Wilson (816) 833-2100 (816) 833-0948 (Fax) <u>Landmarkdodge1@yahoo.com</u>	NO	YES
C112091004	4309186700 0	Joe Machens Ford 1911 West Worley Columbia, Missouri 65203 Contact: Stephen Veltrop Jr. (573) 445-4411 ext. 119 (573) 445-8164 (Fax) <u>Sveltropjr@machens.com</u>	NO	YES

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
01/01/2012 Thorough End of 2012 Model Year	01/24/12	Administrative modification to statewide notice.
01/01/2012 through End of 2012 Model Year	01/18/12	Initial issuance of new statewide contract

LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2012 MODEL YEAR
(Statewide)

GENERAL INFORMATION

SAM 2 User Note: The state agency user will note that not all line item numbers on this notice and on SAM 2 are consecutively numbered. This is because the numbering herein follows the numbering from the RFP, which will also be the numbering the contractor will use for invoicing. For reasons of consistency between the bid document and the contract, the line items herein follow the bid even though they are not consecutive. SAM 2 line item numbering should match numbering on this statewide notice.

Vehicle specifications and prices, including options, are included herein.

ORDERING

Note to State Agencies: Prior to making a vehicle purchase, the state agency must complete a vehicle pre approval form and submit to Cindy Dixon, State Fleet Manager. The pre-approval form can be found at the following website address:

<http://www.oe.mo.gov/gsfm/vehiclepreapproved.htm>

Once the state agency receives approval from the State Fleet Manager, the agency shall issue its own PGQ (Quick Price Agreement) order. The contractor must not ship until they are in receipt of a hard copy PGQ order.

The commodity service code to use for alternative fuel vehicles in SAM 2 will be 07007.

The commodity service code to use for all regular fuel vehicles in SAM 2 will be 07048.

PERFORMANCE REQUIREMENTS OF THE CONTRACTORS:

Latest Model:

The contractor must provide 2012 model year or newer fleet light duty trucks and sport utility vehicles with all manufacturers' standard equipment and any additional equipment required by the State of Missouri. The base price on contract shall include all specifications stated herein.

All items of standard equipment which are normally provided with each vehicle by the manufacturer shall be furnished unless such items are expressly deleted or are specified to be other than standard.

All options and/or accessories stated herein must be manufacturer's original equipment. Aftermarket options and/or accessories shall not be acceptable.

As applicable, all options must be factory installed.

Each vehicle shall be clean, lubricated, serviced and ready for immediate service. This shall include installation of all required options and accessories (i.e. body side moldings, license plate brackets, etc...) and removal of all plastic from interior and exterior of the vehicle.

Warranty:

The Standard Factory Warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the unit is placed in service. If special forms must be filed with the contractor, the State of Missouri will comply with this request.

LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2012 MODEL YEAR
(Statewide)

Order Documentation Requirement:

Upon request by the state agency, the contractor must provide a copy of the order form submitted to the manufacturer when ordering each vehicle at no cost to the State of Missouri.

Delivery:

Delivery must be made between the hours of 8:00 a.m. and 12:00 Noon or 1:00 p.m. and 4:00 p.m., Monday through Friday, holidays excepted.

The contractor must understand and plan accordingly that upon delivery the state agency representative must verify the vehicle delivered has all required equipment and options and that nothing was damaged during the delivery of the vehicle. If something is damaged during delivery of the vehicle the contractor shall be responsible for all costs associated with the repair of any such damage.

Each vehicle shall be delivered with the proper form to apply for Missouri title and license including the Manufacturer's Statement of Origin, invoice and the owner's manual.

The contractor shall comply with the manufacturer's recommended pre-delivery service.

In the event the contractor fails to deliver the vehicle by the stated ARO time, the State of Missouri reserves the right to find the same or similar vehicle from another source, and to charge the contractor the difference for the substitution. In assessing the applicability of this provision, the State of Missouri will consider the degree of contractor responsibility in the delay.

Substitutions:

The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.

The state reserves the right to allow the contractor to substitute any new product/system offered by the contractor on all unshipped and future orders if capabilities and quality are equal to or greater than the product/system under contract and if prices are equal to or less than contract prices. The Division of Purchasing and Materials Management shall be the final authority as to acceptability.

Replacement of Damaged Product:

The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

NOTE: IF ANY OF THE ABOVE PERFORMANCE REQUIRMENTS ARE NOT MET AND/OR VEHICLE DELIVERED DOES NOT HAVE ALL NECESSARY EQUIPMENT, PLEASE CONTACT CALE TURNER AT (573) 526-2716 OR cale.turner@oa.mo.gov.

LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2012 MODEL YEAR
(Statewide)

CO-OP DELIVERY

All contractors will allow other political subdivisions throughout the State of Missouri to purchase off the contract through the Cooperative Procurement Program. The following is the applicable charges to deliver the vehicle to a cooperative procurement entity:

C112091001 - Cable-Dahmer Chevrolet, Inc. proposes a \$1.00 per mile round-trip delivery charge per vehicle and a \$450.00 guaranteed-not-to-exceed total delivery price per vehicle for delivery to cooperative entities. The vehicles will be delivered from Independence, Missouri.

C112091002 – Blue Springs Ford proposes a \$0.60 per mile one-way delivery charge per vehicle for delivery to cooperative entities. The vehicles will be delivered from Blue Springs, Missouri.

C112091003 – Landmark Dodge proposes a \$1.30 per mile one-way delivery charge per vehicle and a \$265.00 guaranteed-not-to-exceed total delivery price per vehicle for delivery to cooperative entities. The vehicles will be delivered from Independence, Missouri.

C112091004 - Joe Machens Ford proposes a \$0.40 per mile round-trip delivery charge per vehicle and a \$100.00 guaranteed-not-to-exceed total delivery price per vehicle for delivery to cooperative entities. The vehicles will be delivered from Columbia, Missouri.

**These charges shall not apply to state agencies. It shall apply only to public entities participating in the Cooperative Procurement Program.

State Agencies Note: Line Item 228 exists in SAM 2 for the purchase of options not specifically otherwise priced.

Line Item 228 **C/S Code: 07048**
 Vehicle Options

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES - 2012 MODEL YEAR
(STATEWIDE CONTRACT)**

**State of Missouri
Office of Administration
Division of Purchasing and Materials Management
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product Purchased (include Item No's., if available): _____

Rating Scale: 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

Comments: _____

Prepared by: _____ **Title:** _____ **Agency:** _____

Date: _____ **Phone:** _____ **Email:** _____

Address: _____

Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:

Office of Administration
Division of Purchasing and Materials Management
301 West High Street, RM 630
PO Box 809
Jefferson City, Missouri 65102
**You may also e-mail form to the buyer as an attachment at
cale.turner@oa.mo.gov**

EPLS

Excluded Parties List System



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EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : joe maachens ford
State : MISSOURI

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Contact Information

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127 -2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 8th day of March 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of State of Missouri Cooperative Contract: C112055004 – Year 2013 Police Interceptor Sedans with Joe Machens Ford. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of March, 2012.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: February 21, 2012
RE: Cooperative Contract: *C112055004 – Year 2013 Police Interceptor Sedans*

Purchasing and the Sheriff Department request permission to utilize the State of Missouri cooperative contract *C112055004 – 2013 Ford Police Interceptor Sedan* with Joe Machen Ford of Columbia, Missouri.

The contract is for one (1) 2013 Ford Police Interceptor Sedan AWD with Ecoboost Engine for \$26,593.00; one (1) 2013 Ford Police Interceptor Sedan AWD with 3.5L Cyclone engine for \$23,848.00; one (1) 2013 Ford Police Interceptor Utility AWD for \$25,659.00; and one (1) 2013 Ford Police Interceptor Utility AWD for ~~\$24,937.00~~ for a total contract cost of \$101,759.00. *25,659.00*

Invoices will be paid from department 2901 – Sheriff Operations – LE Sales Tax, account 92400 – Replacement Auto / Trucks. \$322,500 was budgeted in this account for vehicle purchases.

cc: Contract File
Chad Martin, Leasa Quick / Sheriff Dept.

**PURCHASE AGREEMENT
FOR
FORD POLICE INTERCEPTOR SEDANS - MODEL YEAR 2013**

THIS AGREEMENT dated the 8 day of March 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Joe Machens Ford** herein "Vendor."

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 **Ford Police Interceptor Sedans: Model Year 2013** in compliance with all bid specifications and any addendum issued for the State of Missouri Contract number **C112055004**. All such documents shall constitute the contract documents which are 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 and the State of Missouri Contract number **C112055004** shall prevail and control over the vendor's bid response.

2. **Purchase** – The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following:

Vehicle 1: 2013 Ford Police Interceptor Sedan AWD with EcoBoost engine	\$25,796.00
• Add Item 19T – Trunk storage vault	\$120.00
• Add Item 43E – Fleet Keyed alike – code 1435	\$50.00
• Add Item 035 – Dealer Prep	\$600.00
• Add Item 47J – Steering wheel switches	\$126.00
• Add Item RW – Cloth front / vinyl rear seats	(\$52.00)
• Delete Item 17I – carpeted floors (vinyl only)	(\$107.00)
• Add Item 18G – rear handles / locks inop	\$35.00
• Add Item 67D – rear window switches inop	\$25.00
• TOTAL	\$26,593.00
• Color: Black	
 Vehicle 2: 2013 Ford Police Interceptor Sedan AWD with 3.5L Cyclone engine	 \$25,796.00
• Add Item 016 – normally aspirated 3.5L engine	(\$2,745.00)
• Add Item 19T – trunk storage vault	\$120.00
• Add Item 43E – Fleet Keyed alike – code 1435	\$50.00
• Add Item 035 – Dealer Prep	\$600.00
• Add Item 47J – Steering wheel switches	\$126.00
• Add Item RW – Cloth front / vinyl rear seats	(\$52.00)
• Delete Item 17I – carpeted floors (vinyl only)	(\$107.00)
• Add Item 18G – rear handles / locks inop	\$35.00
• Add Item 67D – rear window switches inop	\$25.00
• TOTAL	\$23,848.00
• Color: Arizona Beige Metallic (AQ)	

Vehicle 3: 2013 Ford Police Interceptor Utility AWD	\$24,937.00
• Add Item 17T – cargo lighting	\$41.00
• Add Item 59B – Fleet Keyed alike – code 1435	\$50.00
• Add Item 035 – Dealer Prep	\$600.00
• Add Item 61R – Steering wheel switches	\$127.00
• Add Item 9W – Cloth front / vinyl rear seats	(\$51.00)
• Delete Item 16C – carpeted floors (vinyl only)	(\$105.00)
• Add Item 68G – rear handles / locks inop	\$35.00
• Add Item 18W – rear window switches inop	\$25.00
• TOTAL	\$25,659.00
• Color: Black	

Vehicle 4: 2013 Ford Police Interceptor Utility AWD	\$24,937.00
• Add Item 17T – cargo lighting	\$41.00
• Add Item 59B – Fleet Keyed alike – code 1435	\$50.00
• Add Item 035 – Dealer Prep	\$600.00
• Add Item 61R – Steering wheel switches	\$127.00
• Add Item 9W – Cloth front / vinyl rear seats	(\$51.00)
• Delete Item 16C – carpeted floors (vinyl only)	(\$105.00)
• Add Item 68G – rear handles / locks inop	\$35.00
• Add Item 18W – rear window switches inop	\$25.00
• TOTAL	\$25,659.00
• Color: Sterling Grey Metallic	

Total contract cost for four (4) vehicles is One Hundred One Thousand Seven Hundred Fifty Nine Dollars and Zero Cents (\$101,759.00).

3. **Delivery** - Vendor agrees to deliver vehicles as set forth in the bid documents and within 120 days after receipt of order. * normal delivery is 90-120 days.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. 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 Vendor, 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. **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.

JOE MACHENS FORD

BOONE COUNTY, MISSOURI

by *Zary Ganett*
title *Fleet + Commercial Manager*

by: Boone County Commission
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Wendy S. Noren
Wendy B. Noren, County Clerk

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.)

<u><i>Jane Pitchford by ig</i></u>	<u><i>03/06/2012</i></u>	2901 / 92400 - \$101,759.00
Signature	Date	Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

December 27, 2011

CONTRACT TITLE: Patrol Vehicles: Current Model Year

CURRENT CONTRACT PERIOD: October 14, 2011 through End of Current Model Year

BUYER INFORMATION: Tammy Michel
 (573) 751-3114
Tammy.michel@oa.mo.gov

RENEWAL INFORMATION	NO RENEWAL OPTION AVAILABLE
----------------------------	------------------------------------

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
 PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.
 Local Purchase Authority shall not be used to purchase supplies/services included
 in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's
Awarded Bid & Contract Document Search located on the Internet at <http://www.oa.mo.gov/purch>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C112055001	4313370020 1	Don Brown Chevrolet, Inc. and Ally Contact: David Helterbrand 2244 South Kingshighway St. Louis, MO 63110 Phone: (314) 772-1400 Fax: (314) 772-1022	No	Yes
C112055002	4319214100 1	West Brothers Chevrolet Buick GMC Contact: John Schaefferkoetter 47 North Service Road W PO Box 579 Sullivan, MO 63080 Phone: 573-205-3925 Fax: 573-437-5570 Email: johns@westbrothers.com	No	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C112055003	4312062830 4	Lou Fusz-Chrysler, Jeep, Dodge Contact: Donna Garrison 3480 Hwy K O'Fallon, MO 63368 Phone: 636-448-0146 Fax: 636-442-8126	No	Yes
C112055004	4309186700 0	Joe Machens Ford Contact: Barry Garrett 1911 West Worley Columbia, MO 65203 Phone: (573) 445-4411 Fax: (573) 445-8164 Email: bgarrett@machens.com	No	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
10/14/11- End of Current Model Year	12/27/11	The contact name has been changed for contract C112055004.
10/14/11- End of Current Model Year	10/31/11	The vendor number for contract C112055002 has been corrected to read 4319214100 1.
10/14/11- End of Current Model Year	10/28/11	Line item 017 was corrected to read \$3,745.00 in lieu of \$2,745.00. furthermore, the statement "Includes line item 016 credit" was added.
10/14/11- End of Current Model Year	10/14/11	Initial issuance of new statewide contract

PATROL CARS – CURRENT MODEL YEAR
(Statewide)

GENERAL INFORMATION

C112055001, C112055002, C112055003, and C112055004 are established for the purchase of current model year police package sedans. These are law enforcement vehicles and their purchase must be intended for law enforcement use. Specific information on warranty, ordering and delivery terms follows. Vehicle specifications and prices, including options, are included herein.

BRAND AND MODEL

C112055001:	Brand: Chevrolet	Model: Caprice 9C1 Police Package Sedan
	Brand: Chevrolet	Model: Impala 9C1 Police Package Four Door Sedan
C112055002	Brand: Chevrolet	Model: Tahoe
C112055003:	Brand: Dodge	Model: Charger Police
C112055004:	Brand: Ford	Model: Police Interceptor Sedan
	Brand: Ford	Model: Police Interceptor Utility

WARRANTY

The Standard Factory Warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the unit is placed in service. If special forms must be filed with the contractor, the State of Missouri will comply with this request.

The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri.

ORDERING

The agency shall issue its own PGQ (Quick Price Agreement) order on an as needed basis. The contractor must not ship until they are in receipt of a hard copy PGQ order.

The commodity service code to use for line items 001, 007, 010, 015 and 023 in SAM II will be 07006. The commodity service code to use for line item 009 will be 07048.

DELIVERY

Must be made between the hours of 8:00 AM and 12:00 Noon or 1:00 PM and 4:00 PM, Monday through Friday, holidays excepted.

In the event the contractor fails to deliver the vehicle by the stated ARO time, the State of Missouri reserves the right to find the same or similar vehicle from another source, and to charge the contractor the difference for the substitution. The State of Missouri reserves the right to exercise this clause on a case-by-case basis, and to consider the degree of contractor responsibility in the delay.

**PATROL CARS – CURRENT MODEL YEAR
(Statewide)**

Line Item 013 - No Charge

Police equipment mounting bracket located between front seats.

Line Item 014 - \$495.00

Detective street appearance package. Includes spotlight and spotlight provision delete

DELIVERY: Approximately 70 days after receipt of order.

The following line items will apply to co-operative procurement and state agency orders.

Line Items 033- \$863.00 per vehicle

Other State agencies and Cooperative Procurements may purchase cars off this contract. The total vehicle preparation cost for the vehicles processed through the contractors dealership is a per vehicle price.

Line Item 036 - \$1.50 per mile

Total round trip per mile to deliver cooperative procurement and other state agencies vehicles if requested.

Contract Number: C112055004

Contractor: Joe Machens Ford

Line Item 015

Commodity Service Code: 07006

MAKE/MODEL: 2013 Ford Police Interceptor Sedan

PRICE: \$25,796.00

EQUIPMENT INCLUDED IN PRICE

- V-6 type, 3.5 liter turbo-charged (EcoBoost) gasoline engine with heavy duty cooling system and engine oil cooler
- 148 m.p.h. top speed calibration
- All wheel drive
- Six speed automatic heavy duty police calibration, column shifter and external oil cooler
- Heavy duty electric power assist steering
- Tilt steering wheel
- Heavy duty fade resistant four wheel disc anti-lock disc brakes with power booster
- Independent front and rear suspension. Front and rear stabilizer bars
- Five (5) tires, 245/55R18 BSW, "W" speed rated (includes spare)
- Five (5) 18" x 8" heavy duty steel wheel (includes spare)
- 18" Full Wheel Covers
- 220 ampere heavy duty alternator
- 750 c.c.a. minimum battery
- Police type speedometer certified for accuracy
- Speed Control
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- AM/FM stereo radio
- Power adjustable brake and accelerator pedals
- AM and police radio noise suppression package
- Power windows and door locks, rear power window operable from rear seat and driver's seat, rear window lockout switch
- controllable from driver's position
- Rear inside door locks and handles fully operable
- Automatic Deck Lid Release, ignition controlled
- Deck lid and driver door key lock cylinder
- Single Key Locking System
- Heavy duty front bucket seats without console, designed for police usage and covered with heavy duty cloth fabric.
- 6-way power adjusting driver seat
- Heavy duty cloth bench rear seat.
- Driver and front passenger air bags, driver and passenger side curtain air bags and driver and front passenger seat mounted thorax air bags
- Full carpeting both front and rear
- Carpeted floor mats
- Front license bracket
- Spotlight Provision, Left Hand With 6" Unity Halogen Spotlight
- Police Power Pigtail Harness
- Pre-wiring for grill lamp, siren and speaker
- Courtesy lamps disabled when any door is opened
- Overhead high intensity auxiliary dome lamp wired and switched independently from dome lamp
- Standard Production Solid Color Exterior and Standard Interior Trim

**PATROL CARS – CURRENT MODEL YEAR
(Statewide)**

AVAILABLE OPTIONS

Line Item 016 - \$2,745.00 (credit)

Turbo-charged 3.5 liter V6 engine delete and replace with normally aspirated 3.5 liter V6 (TiVCT) gasoline engine

Line Item 017 - \$3,745.00 (credit) (Includes Line Item 016 credit)

All wheel drive delete and replace with standard front wheel drive. Requires normally aspirated 3.5 liter V6 engine

Line Item 018 - \$126.00

Four remappable switches on steering wheel

Line Item 019 - \$202.00

Manufacturer installed electronics tray

Line Item 020 - \$252.00 (Includes Line item 019)

Manufacturer installed trunk circulation fan (mounted on package tray)

Line Item 021 - \$214.00

Manufacturer installed remote keyless entry key fob

Line Item 022 - No Charge

Police Interceptor badge delete option

DELIVERY: Approximately 90 to 120 days after receipt of order.

The following line items will apply to co-operative procurement and state agency orders.

Line Items 034 - \$600.00 per vehicle

Other State agencies and Cooperative Procurements may purchase cars off this contract. The total vehicle preparation cost for the vehicles processed through the contractors dealership is a per vehicle price.

Line Item 036 - \$1.50 per mile

Total round trip per mile to deliver cooperative procurement and other state agencies vehicles if requested.

Contract Number: C112055004

Contractor: Joe Machens Ford

Line Item 023

Commodity Service Code: 07006

MAKE/MODEL: 2013 Ford Police Interceptor Utility AWD

PRICE: \$24,937.00

EQUIPMENT INCLUDED IN PRICE

- | | |
|---|--|
| -V-6 type, 3.7 liter normally aspirated gasoline engine
with heavy duty cooling system and engine oil cooler | stabilizer bars |
| -All wheel drive | -Five (5) tires, 245/55R18 BSW, "W" speed rated (includes spare) |
| -Six speed automatic heavy duty police calibration, column
Mounted gear selector and auxiliary oil cooler | -Five (5) 18" x 8" heavy duty steel wheel (includes spare) |
| -Heavy duty electric power assist steering | -18" Full Wheel Covers |
| -Tilt steering wheel | -220 ampere heavy duty alternator |
| -Heavy duty fade resistant four wheel disc anti-lock disc
brakes with power booster | -750 c.c.a. minimum battery |
| -Independent front and rear suspension. Front and rear | -Police type speedometer certified for accuracy |
| | -Speed Control |
| | -Air conditioning system with integral heater and defroster |

PATROL CARS – CURRENT MODEL YEAR
(Statewide)

- Electric rear window defroster
- AM/FM stereo radio
- Power adjustable brake and accelerator pedals
- AM and police radio noise suppression package
- Power windows and door locks, rear power window operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position
- Rear inside door locks and handles fully operable
- Lift gate key lock cylinder and driver door key lock cylinder
- Single Key Locking System
- Privacy glass for second and third row
- Heavy duty front bucket seats without center console, designed for police usage and covered with heavy duty cloth fabric. 6-way power adjusting driver seat

- Heavy duty cloth bench rear seat.
- Driver and front passenger air bags, driver and passenger side curtain air bags and driver and front passenger seat mounted thorax air bags
- Full carpeting first and second row
- Carpeted floor mats
- Front license bracket
- Spotlight Provision, Left Hand With 6" Unity Halogen Spotlight
- Police Power Pigtail Harness
- Pre-wiring for grill lamp, siren and speaker
- Courtesy lamps disabled when any door is opened
- Overhead high intensity auxiliary dome lamp
- Standard Production Solid Color Exterior and Standard Interior Trim

AVAILABLE OPTIONS

Line Item 024 - \$1,001.00 (credit)

All wheel drive delete and replace with standard front wheel drive

Line Item 025 - \$127.00

Four remappable switches on steering wheel

Line Item 026 - \$213.00

Manufacturer installed remote keyless entry key fobs

Line Item 027 – No Charge

Police Interceptor badge delete option

Line Item 028 - \$500.00

Auxiliary air conditioning

Line Item 029 - \$41.00

Red/White dome lamp in cargo area

DELIVERY: Approximately 90 to 120 days after receipt of order.

The following line items will apply to cooperative procurement and state agency orders.

Line Item 035 - \$600.00 per vehicle

Other state agencies and cooperative procurements may purchase cars off of this contract. The total vehicle preparation cost for the vehicles processed through the contractor's dealership is a per vehicle price.

Line Item 036 - \$0.40 per mile

Total round trip per mile to deliver the cooperative procurement and other state agencies vehicles if requested.

**PATROL CARS- CURRENT MODEL YEAR
(STATEWIDE CONTRACT)**

**State of Missouri
Office of Administration
Division of Purchasing and Materials Management
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product Purchased (include Item No's., if available): _____

Rating Scale: 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

Comments: _____

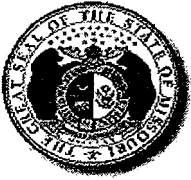
Prepared by: _____ **Title:** _____ **Agency:** _____

Date: _____ **Phone:** _____ **Email:** _____

Address: _____

Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:

Office of Administration
Division of Purchasing and Materials Management
301 West High Street, RM 630
PO Box 809
Jefferson City, Missouri 65102
**You may also e-mail form to the buyer as an attachment at
tammy.michel@oa.mo.gov**



State of Missouri
 Office of Administration
 State Fleet Management Program
 Post Office Box 809, Jefferson City, MO 65102
 573/751-4534
 FAX 573/751-7819

Agency Tracking # (Optional)	
Date Received SFM Use Only	
Tracking Number SFM Use Only	

VEHICLE PREAPPROVAL FORM (Page 1)

Department/Division	Agency Contact Name
SAM II Order #	Agency Contact Fax

SECTION A		
Expansion/Replacement	<input type="checkbox"/> Expansion <input type="checkbox"/> Replacement <i>(Complete Section D for Expansion Requests)</i>	Purchase Price \$
Purchase From:	<input type="checkbox"/> State Contract <input type="checkbox"/> Surplus <input type="checkbox"/> MSHP	Purchase Option (check all that apply) <input type="checkbox"/> Purchase <input type="checkbox"/> Lease-Purchase <input type="checkbox"/> Credits (Section 37.452 RSMo)
Vehicle Requested <input type="checkbox"/> New <input type="checkbox"/> Used (Check One)		
VEHICLE DATA	VEHICLE TO BE REPLACED	REQUESTED VEHICLE
Year		
Make		
Model		
VIN		N/A
License Number		N/A
Inventory Number		N/A
Current Odometer		<i>(leave blank for new vehicles)</i>
Annual Miles Driven	<i>Prior FY Actual</i>	<i>Estimated</i>
Vehicle Category	Pick One	Pick One
Vehicle Subcategory	Pick One	Pick One
Check all that apply	<input type="checkbox"/> 4WD <input type="checkbox"/> Police Equipped	<input type="checkbox"/> 4WD <input type="checkbox"/> Police Equipped
Primary Assignment	<input type="checkbox"/> Individual <input type="checkbox"/> Function <input type="checkbox"/> Pool	<input type="checkbox"/> Individual <input type="checkbox"/> Function <input type="checkbox"/> Pool
Assignment Name		
Vehicle Purpose	<input type="checkbox"/> Employee Transportation <input type="checkbox"/> Client Transportation <input type="checkbox"/> Task Specific (describe below) <input type="checkbox"/> Special Purpose (describe below)	<input type="checkbox"/> Employee Transportation <input type="checkbox"/> Client Transportation <input type="checkbox"/> Task Specific (describe below) <input type="checkbox"/> Special Purpose (describe below)
Reason for Replacement	<input type="checkbox"/> Routine (Over 120,000 miles) <input type="checkbox"/> Other <i>(Complete Section E)</i>	Actual Disposal Date/Miles <i>(SFM use only)</i>
Estimated Disposal Date		

SECTION B: SIGNATURES	
Agency Head or Designee	State Fleet Manager <input type="checkbox"/> Approved <input type="checkbox"/> Denied
Date:	Date:



State of Missouri
 Office of Administration
 State Fleet Management Program
 Post Office Box 809, Jefferson City, MO 65102
 573/751-4534
 FAX 573/751-7819

Agency Tracking # (Optional)	
Date Received SFM Use Only	
Tracking Number SFM Use Only	

VEHICLE PREAPPROVAL FORM (Page 2)

SECTION C: ADDITIONAL JUSTIFICATION FOR CERTAIN VEHICLE TYPES
 This section must be completed if a SUV, four wheel drive vehicle, full size sedan or a police equipped vehicle is requested for individuals other than POST certified officers.

Special Requirements: Check all that apply and then describe in detail in the space provided below.

- Regularly driven off road or on unimproved roads
- Equipment/Tool Storage
- Passenger Occupancy
- Utility Features
- Other

Please describe the specific need here. Include justification describing why a lower cost, more fuel-efficient vehicle is not sufficient to meet agency needs.

SECTION D: ADDITIONAL JUSTIFICATION FOR EXPANSION VEHICLES
 This section must be completed for expansion vehicle requests.

Reason for Expansion: Check all that apply and then describe in detail in the space provided below:

- New Statutory Requirements
- Fleet Increase Approved by General Assembly
- Program Changes
- Other

Describe the need to expand the fleet here.

SECTION E: REASON FOR REPLACEMENT
 If "Other" was selected as the reason for replacement on page one please provide additional information below.

ADDITIONAL INFORMATION (optional)



State of Missouri
Office of Administration
State Fleet Management Program
Post Office Box 809, Jefferson City, MO 65102
573/751-4534
FAX 573/751-7819

VEHICLE PREAPPROVAL FORM

INSTRUCTIONS & INFORMATION

All new or used vehicle purchases must be approved in accordance with Executive Order 05-02 and the State Vehicle Policy (SP-4) which also requires vehicles under 10,000 GVWR (Gross Vehicle Weight Rating) to be pre-approved by the State Fleet Manager). The State Vehicle Policy may be viewed at <http://www.oa.mo.gov/gs/fm/index.htm>. This includes vehicles purchased directly from other state agencies or State Surplus Property. State Surplus Property requires a signed pre-approval form prior to selling a used vehicle to a state agency.

STEP-BY-STEP INSTRUCTIONS TO COMPLETE THE PREAPPROVAL FORM

Complete Section A with information on the vehicle to be purchased and the vehicle to be replaced (if applicable).
Complete Section C if the request is to request purchase an SUV, four wheel drive pickup, full size sedan or a police equipped vehicle to be operated by individuals other than POST certified law enforcement officers.
Complete Section D if you are requesting an expansion to the size of your fleet.
Obtain signature of agency head or designee in Section B.
Agencies are not required to submit page two of this form if Sections C-E are not required.
Submit the signed form to the State Fleet Management Program. Address and fax numbers are displayed at the top of this page.
Interagency Mail: Room 760, Harry S. Truman State Office Building
The signed preapproval form will be faxed back to the contact indicated on the top of page one.

SAM II FINANCIAL PURCHASE ORDER INFORMATION

Agencies must use one of the following commodity codes when processing a PGQ or PDQ document:

07006 – Automobiles & Station Wagons
07007 – Autos, Station Wagons, Vans, Trucks, Alternative Fuel
07048 – Trucks (One Ton and Less Capacity)
07092 – Vans

Agencies do not have to enter a SAM II purchase order prior to submission of the preapproval form. If the purchase order number is indicated on the preapproval form, it will be approved in SAM II after the State Fleet Manager approves the preapproval form. If the purchase order number is not provided, agencies must contact the State Fleet Manager with the SAM II purchase order number and the SFM Tracking Number from the top of the preapproval form and indicate that the purchase order is ready for approval.

VEHICLE CREDIT INFORMATION

If your agency would like to purchase a vehicle with vehicle credit funds, please submit the Vehicle Credit Request Form with the Vehicle Preapproval Form. Your request to purchase a vehicle with credit funds must be approved before a purchase order can be fully processed. All vehicle credit purchases must be made in accordance with the signed interagency spending delegation agreement and Vehicle Credit Procedures. Procedures and the request form can be found at: <http://www.oa.mo.gov/gs/fm/ssp.htm>.

QUESTIONS: Contact Cynthia Dixon, State Fleet Manager at 573/751-4534.

JOE MACHENS
FORD LINCOLN MERCURY

B4A
794



1911 West Worley • P.O. Box 1078 • Columbia, Missouri 65205 • (573) 445-4411 • 800-745-4454
www.machens.com

ATTENTION: POLICE CHIEF, SHERIFF, FIRE CHIEF, CITY ADMINISTRATOR, MAYOR

FOR THE FIFTHTEENTH YEAR *JOE MACHENS FORD* HAS BEEN AWARDED THE STATE OF MISSOURI HIGHWAY PATROL CAR BID.

***INTRODUCING THE ALL NEW..... PURPOSE BUILT FOR POLICE USE
THE 2013 FORD POLICE INTERCEPTOR SEDAN AND THE 2013 POLICE
INTERCEPTOR UTILITY....THE ONLY ALL WHEEL DRIVE POLICE
PURSUIT VEHICLE AVAILABLE ON THE STATE CONTRACT....***

YOU NOW HAVE THE OPPORTUNITY TO BUY THESE ALL NEW VEHICLES—FROM THE STATE COOPERATIVE CONTRACT AGREEMENT AND ONLY THROUGH *JOE MACHENS FORD*.

WE WILL EAGERLY ACCEPT ANY **TRADE-INS** YOU MAY HAVE. *JOE MACHENS FORD* IS ONE OF THE LARGEST FORD DEALERSHIPS IN THE COUNTRY AND WE HAVE THE **BEST BUYERS** FOR YOUR CARS.

IN ORDER TO COMMUNICATE IN A MORE EFFECTIVE AND TIMELY MANNER IN THE FUTURE, IT WOULD BE GREATLY APPRECIATED TO RECEIVE AN EMAIL (NO CONTENT NECESSARY), AT YOUR CONVENIENCE, TO THE FOLLOWING ADDRESS: sveltropjr@machens.com.

CONTACT PERSON: STEPHEN J. VELTROP, JR.
573-445-4411 ext 119

I AM TAKING ORDERS NOW—BY MAIL, EMAIL OR FAX: 573-445-8164

EMAIL:
MY MAILING ADDRESS:

~~sveltropjr@machens.com
STEPHEN J. VELTROP, JR.
C/O JOE MACHENS FORD
P.O. BOX 1078
COLUMBIA, MO 65205~~

Barry Garrett
bgarrett@machens.com
573-445-4411 x112

JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO • 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

ATTENTION:

POLICE CHIEF, SHERIFF, FIRE CHIEF, CITY ADMINISTRATOR, MAYOR

FOR THE FIFTHTEENTH YEAR *JOE MACHENS FORD* HAS BEEN AWARDED THE STATE OF MISSOURI HIGHWAY PATROL CAR BID.

INTRODUCING THE ALL NEW..... PURPOSE BUILT FOR POLICE USE THE 2013 FORD POLICE INTERCEPTOR SEDAN AND THE 2013 POLICE INTERCEPTOR UTILITY....THE ONLY ALL WHEEL DRIVE POLICE PURSUIT VEHICLE AVAILABLE ON THE STATE CONTRACT....

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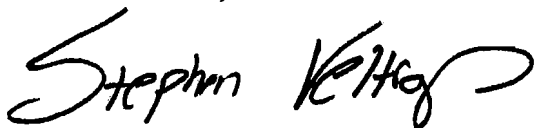
**CONTACT PERSON: STEPHEN J. VELTROP, JR.
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I AM TAKING ORDERS NOW—BY MAIL, EMAIL OR FAX: 573-445-8164

**EMAIL: sveltropjr@machens.com
MY MAILING ADDRESS: STEPHEN J. VELTROP, JR.
C/O JOE MACHENS FORD
P.O. BOX 1078
COLUMBIA, MO 65205**

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS. PLEASE DO NOT HESITATE TO CALL OR E-MAIL YOUR QUESTIONS OR CONCERNS. I'M LOOKING FORWARD TO WORKING WITH YOU.

SINCERELY,



**STEPHEN J. VELTROP, JR.
FLEET MANAGER**



MODEL BID—2013 FORD 4-DOOR POLICE INTERCEPTOR SEDAN AWD

- 3.5L TURBO-CHARGED (ECOBOOST) GAS ENGINE
- HEAVY DUTY COOLING SYSTEM
- ENGINE OIL COOLER
- ALL WHEEL DRIVE
- HD SIX SPEED AUTOMATIC TRANSMISSION
- COLUMN MOUNTED GEAR SELECTOR
- TRANSMISSION OIL COOLER
- HD ELECTRIC POWER ASSIST STEERING
- SPEED CONTROL
- TILT STEERING
- ABS BRAKES
- FRONT AND REAR STABILIZER BARS
- INDEPENDENT FRONT AND REAR SUSPENSION
- (5) 245/55R18 BSW "W" SPEED RATED TIRES
- (5) 18" x8" HD STEEL WHEELS
- 18" FULL WHEEL COVERS
- HD 220 AMP ALTERNATOR
- 750 CCA BATTERY
- AIR CONDITIONING
- ELECTRIC REAR DEFROSTER
- AM/FM/CD STEREO WITH CLOCK
- ADJUSTABLE PEDALS
- RADIO NOISE SUPPRESSION
- POWER WINDOWS/LOCKS
- AUTOMATIC DECKLID RELEASE
- CLOTH FRONT BUCKETS AND CLOTH REAR BENCH
- 6-WAY POWER ADJUSTING DRIVERS SEAT
- DRIVER AND PASSENGER SIDE AIRBAGS
- CARPETED FLOOR COVERING WITH FLOOR MATS
- DRIVERS SIDE INCANDESCENT SPOTLIGHT
- POLICE POWER PIGTAIL
- PRE-WIRING FOR GRILL LAMP, SIREN AND SPEAKER
- COURTESY LAMP DISABLE (DARK CAR LAMP)
- AUXILIARY DOME LAMP
- PLUS ALL STANDARD EQUIPMENT

THREE DIFFERENT PRICING OPTIONS

AWD WITH ECOBOOST YOUR COST--\$26,396.00 INCLUDES DEALER PREP
AWD WITH 3.5L CYCLONE YOUR COST--\$23,651.00 INCLUDES DEALER PREP
FWD WITH 3.5L CYCLONE YOUR COST--\$22,651.00 INCLUDES DEALER PREP

STATE CONTRACT # C112055004

FOB *JOE MACHENS FORD*, COLUMBIA, MISSOURI

*****REMEMBER, WE WELCOME YOUR TRADE-INS.**

Payment is required within 15 days of delivery without incurring any interest charges.

FORD MOTOR COMPANY HAS ANNOUNCED THAT DELIVERY WILL BEGIN IN THE FIRST QUARTER OF 2012. (SUBJECT TO CHANGE WITHOUT NOTICE)

YOU MAY DELETE FOR CREDIT:

SPOTLIGHT	(\$178.00)
17I-CARPETED FLOOR COVERING WITH FLOOR MATS	(\$107.00)
20P-RADIO NOISE SUPPRESSION	(\$ 82.00)
13C-DARK CAR (COURTESY LIGHT DISABLE)	(\$ 19.00)
51G-GRILL LAMP WIRE	(\$ 44.00)
64L-18" WHEEL COVER	(\$ 52.00)

YOU MAY ADD THE ITEMS LISTED BELOW AT ADDITIONAL COST:

41H-ENGINE BLOCK HEATER	\$ 35.00
942-DAYTIME RUNNING LIGHTS	\$ 50.00
21L-DRIVER SIDE SPOTLIGHT (LED BULB)	\$108.00
21P-DUAL SPOTLIGHTS (INCANDESCENT BULB)	\$145.00
21B-DUAL SPOTLIGHTS (LED BULB)	\$330.00

19T-TRUNK STORAGE VAULT	\$120.00
19D-POLICE INTERCEPTOR BADGE DELETE	NO CHARGE
141-TWO-TONE VINYL PACKAGE #1	\$750.00
ROOF VINYL, RH/LH FRONT AND REAR DOORS VINYL	
96P-100 WATT SIREN/SPEAKER	\$290.00
77B-REAR VIEW CAMERA (INCLUDES ELECTROCHROMIC REAR VIEW MIRROR)	\$240.00
53M-SYNC BASIC—VOICE ACTIVATED COMMUNICATION SYSTEM	\$590.00
INCLUDES 76R REVERSE SENSING	
47J-REMAPPABLE (4) SWITCHES ON STEERING WHEEL (N/A W/53M SYNC)	\$126.00
47K-REMAPPABLE (4) SWITCHES ON STEERING WHEEL (W/53M SYNC)	\$740.00
INCLUDES 53M SYNC BASIC AND 76R REVERSE SENSING	
18L-REAR DOOR HANDLES INOPERABLE/LOCKS OPERABLE	\$ 35.00
18G-REAR DOOR HANDLES INOPERABLE/LOCKS INOPERABLE	\$ 35.00
63B-HIDDEN DOOR LOCK PLUNGER WITH OPTION 18L	\$135.00
63P-HIDDEN DOOR LOCK PLUNGER WITH OPTION 18G	\$155.00
67D-REAR WINDOW POWER DELETE, OPERABLE FROM DRIVERS SIDE	\$ 25.00
97D-REAR CONSOLE PLATE	\$ 35.00
43E-FLEET KEYED ALIKE	\$ 50.00
N/A W/59B PERIMETER ALARM OR 60P REMOTE KEYLESS ENTRY	
55B-BLIS BLIND SPOT MONITORING WITH CROSS TRAFFIC ALERT	\$475.00
98K-LOCKABLE GAS CAP FOR EASY FUEL CAPLESS FUEL-FILLER	\$ 20.00
59B-PERIMETER ANTI-THEFT ALARM	\$375.00
INCLUDES 60P REMOTE KEYLESS-ENTRY, N/A W/FLEET KEYED ALIKE	
60P-REMOTE KEYLESS-ENTRY KEY FOB	\$255.00
N/A W/FLEET KEYED ALIKE	
76R-REVERSE SENSING	\$295.00
62D-ELECTRONICS TRAY (W/O FAN)	\$202.00
97T-TRUNK CIRCULATION FAN (MOUNTED ON PACKAGE TRAY)	\$250.00
RW-CLOTH FRONT BUCKETS/VINYL REAR BENCH	(\$ 52.00)
12P-POLICE INTERIOR UPGRADE PACKAGE	\$195.00
(CLOTH REAR SEATS, FLOOR MATS, CARPET, FULL FLOOR CONSOLE)	
N/A WITH 854, 855, OR 856	
661-POLICE INTERCEPTOR #1-FRONT HEADLAMP LIGHTING SOLUTION	\$800.00
(TWO (2) FRONT INTEGRATED LED LIGHTS (IN HEADLAMPS)	
INCLUDED WITH 856	
13P-POLICE INTERCEPTOR #1A-FRONT HEADLAMP/POLICE	\$120.00
INTERCEPTOR HOUSING ONLY	
(INCLUDES AMBER, PARK-TURN SIGNALS INDICATORS,	
PRE-DRILLED LED HOLES (DOES NOT INCLUDE LED INSTALLED LIGHTS)	
N/A WITH 661 OR 856	
662-POLICE INTERCEPTOR #2-TAIL LAMP LIGHTING SOLUTION	\$375.00
(TWO (2) REAR INTEGRATED LED LIGHTS (IN TAIL LAMPS)	
N/A WITH 856	
663-POLICE INTERCEPTOR #3-REAR LIGHTING SOLUTION	\$430.00
(TWO (2) BACKLITE FLASHING LED LIGHTS (WINDOW MOUNTED ON EACH	
SIDE OF CHIMSEL STOP LIGHT) (TWO (2) DECLID INNER FLASHING LED	
LIGHTS) INCLUDED WITH 856	
854-POLICE INTERCEPTOR #4-TRUNK UPFIT PACKAGE	\$600.00
(REAR CONSOLE MOUNTING PLATE, WIRING HARNESS: TWO (2) LIGHT	
CABLES—SUPPORTS UP TO (6) LED LIGHTS (ENGINE COMPARTMENT,	
TWO (2) GRILLE LED LIGHT CABLES, TRUNK POWER DISTRIBUTION BOX (PBD),	
TWO (2) 50 AMP BATTERY AND GROUND CIRCUITS IN-TRUNK, ONE (1) 10 AMP	
SIREN/SPEAKER CIRCUITS (ENGINE TO TRUNK), TRUNK CIRCULATION FAN,	
TRUNK ELECTRONICS TRAY, PRE-WIRING FOR GRILLE LAMP, SIREN, AND SPEAKER)	
N/A WITH 855 OR 856	
855-POLICE INTERCEPTOR #5-LIGHT CONTROLLER PACKAGE	\$1350.00
(INCLUDES CONTENT FROM 854 PLUS: WHELEN LIGHT CONTROLLER (PCC8R),	
WHELEN PCC8R LIGHT RELAY CENTER (TRUNK-MOUNTED), LIGHT CONTROLLER /	
RELAY CENTER WIRING, PRE-WIRING FOR GRILLE LAMP, SIREN, AND SPEAKER)	
N/A WITH 854 OR 856	
856-POLICE INTERCEPTOR #6-READY FOR THE ROAD PACKAGE	\$3100.00

(INCLUDES CONTENT FROM 661, 662, 663, 854, 855 PLUS: WHELEN CENCOM LIGHT CONTROLLER, WHELEN CENCOM RELAY CENTER /SIREN AMP (MOUNTED ON ELECTRONICS TRAY), LIGHT CONTROLLER/RELAY CENCOM, WIRING, GRILLE LED LIGHTS, 100 WATT SIREN/SPEAKER, LH TRUNK STORAGE BOXES, (9) I/O DIGITAL SERIAL CABLE (CONSOLE IN TRUNK), HIDDEN DOOR LOCK PLUNGER/REAR DOOR HANDLES INOP/LOCKS INOP, PRE-WIRING FOR GRILLE LAMP, SIREN, AND SPEAKER)
 N/A WITH 854 OR 855

STANDARD COLORS AVAILABLE

EXTERIOR COLOR	CODE	EXTERIOR COLOR	CODE
ARIZONA BEIGE MET	AQ	LIGHT GREY	TM
MEDIUM BROWN MET	BU	SILVER GREY MET	TN
SMOKESTONE MET	HG	BLACK	UA
DARK TOREADOR RED MET	JL	OXFORD WHITE	YZ
NORSEA BLUE MET	KR	MEDIUM TITANIUM MET	YG
DARK BLUE	LK	KODIAK BROWN MET	J1
ROYAL BLUE	LM	DEEP IMPACT BLUE	J4
LIGHT BLUE MET	LN	STERLING GREY MET	YG
LIGHT ICE BLUE MET	LS	INGOT SILVER	UX
ULTRA BLUE MET	MM		

INTERIOR COLOR: CHARCOAL

(NOTE: EQUIPMENT AND COLORS ARE SUBJECT TO CHANGE)
 *(THE EXTENSION DATE MAY CHANGE WITHOUT NOTICE)

MODEL BID--2013 FORD 4-DOOR POLICE INTERCEPTOR UTILITY AWD

- 3.7L V6 TIVCT GAS ENGINE
- HEAVY DUTY COOLING SYSTEM
- ENGINE OIL COOLER
- ALL WHEEL DRIVE
- HD SIX SPEED AUTOMATIC TRANSMISSION
- COLUMN MOUNTED GEAR SELECTOR
- TRANSMISSION OIL COOLER
- HD ELECTRIC POWER ASSIST STEERING
- SPEED CONTROL
- TILT STEERING
- ABS BRAKES
- FRONT AND REAR STABLIZER BARS
- INDEPENDENT FRONT AND REAR SUSPENSION
- (5) 245/55R18 BSW "W" SPEED RATED TIRES
- (5) 18" x8" HD STEEL WHEELS
- 18" FULL WHEEL COVERS
- HD 220 AMP ALTERNATOR
- 750 CCA BATTERY
- AIR CONDITIONING
- ELECTRIC REAR DEFROSTER
- AM/FM/CD STEREO WITH CLOCK
- ADJUSTABLE PEDALS
- RADIO NOISE SUPPRESSION
- POWER WINDOWS/LOCKS
- PRIVACY GLASS REAR
- CLOTH FRONT BUCKETS AND CLOTH REAR BENCH
- 6-WAY POWER ADJUSTING DRIVERS SEAT
- DRIVER AND PASSENGER SIDE AIRBAGS
- CARPETED FLOOR COVERING WITH FLOOR MATS
- DRIVERS SIDE INCANDESCENT SPOTLIGHT
- POLICE POWER PIGTAIL
- PRE-WIRING FOR GRILL LAMP, SIREN AND SPEAKER
- COURTESY LAMP DISABLE (DARK CAR LAMP)
- AUXILIARY DOME LAMP
- PLUS ALL STANDARD EQUIPMENT

TWO DIFFERENT PRICING OPTIONS

AWD YOUR COST--\$25,537.00 INCLUDES DEALER PREP

FWD YOUR COST--\$24,536.00 INCLUDES DEALER PREP

STATE CONTRACT # C112055004

FOB *JOE MACHENS FORD*, COLUMBIA, MISSOURI

*****REMEMBER, WE WELCOME YOUR TRADE-INS.**

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**FORD MOTOR COMPANY HAS ANNOUNCED THAT DELIVERY WILL BEGIN IN
THE FIRST QUARTER OF 2012. (SUBJECT TO CHANGE WITHOUT NOTICE)**

YOU MAY DELETE FOR CREDIT:

SPOTLIGHT	(\$178.00)
16C-CARPETED FLOOR COVERING WITH FLOOR MATS	(\$105.00)
43D-DARK CAR (COURTESY LIGHT DISABLE)	(\$ 18.00)
60R-RADIO NOISE SUPPRESSION	(\$ 84.00)
60A-GRILL LAMP WIRE	(\$ 43.00)
64B-18" WHEEL COVERS	(\$ 51.00)

YOU MAY ADD THE ITEMS LISTED BELOW AT ADDITIONAL COST:

41H-ENGINE BLOCK HEATER	\$ 35.00
942-DAYTIME RUNNING LIGHTS	\$ 45.00
17T-RED/WHITE DOME LAMP IN CARGO AREA	\$ 41.00
51R-DRIVERS SIDE SPOTLAMP (LED BULB)	\$146.00
51Z-DUAL SPOTLAMPS (INCANDESCENT BULBS)	\$109.00
51S-DUAL SPOTLAMPS (LED BULBS)	\$330.00
92G-SOLAR TINT 2 ND AND 3 RD ROW DELETES PRIVACY GLASS	\$120.00
92R-SOLAR TINT 2 ND ROW DELETES PRIVACY GLASS	\$ 85.00
68Z-BLACK ROOF RACK SIDE RAILS	\$100.00
91A- TWO-TONE VINYL PACKAGE #1	\$750.00
ROOF VINYL, RH/LH FRONT AND REAR DOORS VINYL	
16D-POLICE INTERCEPTOR BADGE DELETE	NO CHARGE
18X-100 WATT SIREN/SPEAKER (INCLUDES BRACKET AND PIGTAIL)	\$300.00
21B-REAR VIEW CAMERA (INCLUDES ELECTROCHROMIC REAR VIEW MIRROR)	\$540.00
INCLUDES 53M SYNC	
53M-SYNC BASIC-VOICE ACTIVATED COMMUNICATION SYSTEM	\$295.00
61R-REMAPPABLE (4) SWITCHES ON STEERING WHEEL (N/A W/53M SYNC)	\$127.00
61S-REMAPPABLE (4) SWITCHES ON STEERING WHEEL (W/53M SYNC)	\$450.00
68L-REAR DOOR HANDLES INOPERABLE/LOCKS OPERABLE	\$ 35.00
68G-REAR DOOR HANDLES INOPERABLE/LOCKS INOPERABLE	\$ 35.00
52H-HIDDEN DOOR LOCK PLUNGER WITH OPTION 68L	\$140.00
52P-HIDDEN DOOR LOCK PLUNGER WITH OPTION 68G	\$160.00
18W-REAR WINDOW POWER DELETE, OPERABLE FROM DRIVERS SIDE	\$ 25.00
9W-CLOTH FRONT BUCKETS/VINYL REAR BENCH	(\$51.00)
85R-REAR CONSOLE PLATE	\$ 35.00
59B-FLEET KEYED ALIKE	\$ 50.00
N/A W.595 REMOTE KEYLESS ENTRY OR 593 PERIMETER ALARM	
55B-BLIS-BLIND SPOT MONITORING WITH CROSS TRAFFIC ALERT	\$1030.00
INCLUDES 21B REAR VIEW CAMERA & 53M SYNC	
19L-LOCKABLE GAS CAP FOR EASY FUEL CAPLESS FUEL-FILLER	\$ 20.00
593-PERIMETER ANTI-THEFT ALARM	\$120.00
N/A W/595 REMOTE KEYLESS OR 59B FLEET KEYED ALIKE	
595-REMOTE KEYLESS-ENTRY KEY FOB	\$260.00
(N/A WITH FLEET KEYED ALIKE)	

76R-REVERSE SENSING	\$275.00
17A-AUX AIR CONDITIONING	\$610.00
65U-INTERIOR UPGRADE PACKAGE (CARPET, CLOTH SEATS, CENTER FLOOR CONSOLE LESS SHIFTER W/UNIQUE POLICE CONSOLE FINISH PLATE-INCLUDES CONSOLE TOP PLATE, MATS) N/A WITH 67G AND 67H	\$195.00
66A-POLICE INTERCEPTOR 21-FRONT HEADLAMP LIGHTING SOLUTION (TWO (2) FRONT INTEGRATED LED LIGHTS (IN HEADLAMPS) N/A 67H	\$800.00
86P-POLICE INTERCEPTOR #21A-FRONT HEADLAMP/ POLICE INTERCEPTOR HOUSING ONLY (FRONT HEADLAMP ASSEMBLY-PRE-DRILLED HOLES. DOES NOT INCLUDE LED INSTALLED LIGHTS) N/A 66A AND 67H	\$120.00
66B-POLICE INTERCEPTOR 22-TAIL LAMP LIGHTING SOLUTION (TWO (2) REAR INTEGRATED LED LIGHTS (IN TAIL LAMPS) N/A 67H	\$375.00
66C-POLICE INTERCEPTOR 23-REAR LIGHTING SOLUTION (TWO (2) BACKLITE FLASHING LED LIGHTS (MOUNTED TO REAR DECKLID GLASS), TWO (2) LIFTGATE INNER FLASHING LED LIGHTS (BOTTOM EDGE) N/A 67H	\$430.00
67G-POLICE INTERCEPTOR 24-CARGO WIRING UPFIT PACKAGE (REAR CONSOLE MOUNTING PLATE, WIRING HARNESS-TWO (2) LED LIGHT CABLES-SUPPORTS UP TO (6) LED LIGHTS (ENGINE COMPARTMENT), TWO (2) GRILLE LED LIGHT CABLES, CARGO AREA POWR DISTRIBUTION BOX (PDB), TWO (2) 50 AMP BATTERY AND GROUND CIRCUITS IN RH REAR-QUARTER, ONE (1) 10 AMP SIREN/SPEAKER CIRCUITS (ENGINE TO CARGO AREA), WHELEN LIGHTING CONTROLLER, WHELEN PCC8R LIGHT RELAY CENTER (MOUNTED BEHIND 2 ND ROW SEAT), LIGHT CONTROLLER/RELAY CENTER WIRING N/A 67H	\$1100.00
67H-POLICE INTERCEPTOR 25-READY FOR THE ROAD PACKAGE: ALL-IN COMPLETE PACKAGE-INCLUDES POLICE INTERCEPTOR #21 66A, #22 66B, #23 66C, #24 67G PACKAGES PLUS WHELEN CENCOM LIGHT CONTROLLER, WHELEN CENCOM RELAY CENTER/ SIREN AMP, LIGHT CONTROLLER/RELAY CENCOM WIRING, GRILLE LED LIGHTS, 100 WATT SIREN/SPEAKER, (9) I/O DIGITAL SERIAL CABLE (CONSOLE TO CARGO), HIDDEN DOOR LOCK PLUNGER & REAR DOOR HANDLES INOPERABLE/LOCKS INOPERABLE, REAR CONSOLE MOUNTING PLATE N/Z 66, 66B, 66C, AND 67G	\$3100.00

STANDARD COLORS AVAILABLE

COLOR	CODE	INTERIOR COLOR	
EXTERIOR COLOR	CODE	EXTERIOR COLOR	CODE
ARIZONA BEIGE MET	AQ	LIGHT ICE BLUE MET	LS
MEDIUM BROWN MET	BU	ULTRA BLUE MET	MM
SMOKESTONE MET	HG	LIGHT GREY	TM
DARK TOREADOR RED MET	JL	SILVER GREY MET	TN
KOKIAK BROWN	J1	BLACK	UA
DEEP BLUE	J4	OXFORD WHITE	YZ
NORSEA BLUE MET	KR	MEDIUM TITANIUM MET	YG
DARK BLUE	LK	STERLING GREY MET	YG
ROYAL BLUE	LM	INGOT SILVER	UX
LIGHT BLUE MET	LN		

INTERIOR COLOR: CHARCOAL

(NOTE: EQUIPMENT AND COLORS ARE SUBJECT TO CHANGE)

*(THE EXTENSION DATE MAY CHANGE WITHOUT NOTICE)

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : joe machens ford
State : MISSOURI

As of 21-Feb-2012 2:14 PM EST
Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 8th day of March 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of Mid-America Council of Public Purchasers Cooperative Contract: 2011-049 – Dodge Ram Pickup Trucks for Sheriff with Landmark Dodge. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of March, 2012.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner
Karen M. Miller
 Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

COPY

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: February 22, 2012
RE: Cooperative Contract: 2011-049 – Dodge Ram Pickup Trucks for Sheriff

Purchasing and the Sheriff Department request permission to utilize the Mid-America Council of Public Purchasers cooperative contract 2011-049 – 2012 Vehicles with Landmark Dodge of Independence, Missouri.

The contract is for two (2) 2012 Dodge Ram 1500 Special Service 4x4 Pickup Trucks for a total cost of \$45,818.00 and will be paid from department 2901 – Sheriff Operations - LE Sales Tax, account 92400 – Replacement Auto / Trucks.

cc: Contract File
Chad Martin, Leasa Quick / Sheriff Dept.

**PURCHASE AGREEMENT
FOR
2012 DODGE RAM 1500 CREW CAB PICKUP TRUCK - MODEL YEAR 2012**

THIS AGREEMENT dated the 22 day of FEBRUARY 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Landmark Dodge** herein "Vendor."

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 **Dodge Ram 1500 Crew Cab Pickup Truck: Model Year 2012** in compliance with all bid specifications and any addendum issued for the Mid-America Council of Public Purchasing (MACPP) Contract number **2011-049**, Landmark Dodge quote dated February 22, 2012 as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are 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 and the MACPP Contract number **2011-049** shall prevail and control over the vendor's bid response.

2. **Purchase** – The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one each of the following pickup trucks:

2012 Ram 1500 Base Truck	\$16,864.20
• Add for 5.7 V/8	\$1,114.00
• Add for 4 Doors	\$1,123.00
• Add for 4x4	\$1,746.80
• Add for Special Service GP	\$1,500.00
• Add for Hitch	\$276.00
• Add for Anti-Slip Differential	\$285.00
• TOTAL	\$22,909.00
• Color: Mineral Gray Metallic	

2012 Ram 1500 Base Truck	\$16,864.20
• Add for 5.7 V/8	\$1,114.00
• Add for 4 Doors	\$1,123.00
• Add for 4x4	\$1,746.80
• Add for Special Service GP	\$1,500.00
• Add for Hitch	\$276.00
• Add for Anti-Slip Differential	\$285.00
• TOTAL	\$22,909.00
• Color: White	

Total contract cost for two (2) vehicles is Forty Five Thousand Eight Hundred Eighteen Dollars and Zero Cents (\$45,818.00).

3. **Delivery** - Vendor agrees to deliver vehicles as set forth in the bid documents and within 120 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. 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 Vendor, 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. **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.

LANDMARK DODGE

by *Larry Wilson*
title *FLEET MGR*

BOONE COUNTY, MISSOURI

by: Boone County Commission
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

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

Jane Pritchard by *[Signature]* 02/28/2012 2901 / 92400 - \$45,818.00
Signature Date Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

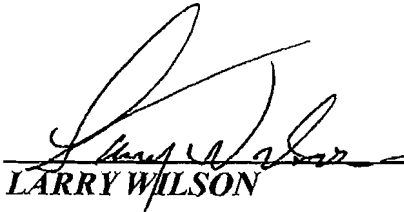
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging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

LANDMARK DODGE
1900 S. NOLAND
INDEPENDENCE, MO 64055
LARRY WILSON
816-833-2100
CELL 816-651-6767

2012 RAM 1500 CREW CAB

BACE TRUCK \$16,864.20
ADD FOR 5.7 V/8 \$1,114.00
ADD FOR 4 DOORS \$1,123.00
ADD FOR 4X4 \$1,746.80
ADD FOR SPECIAL SERVICE GP \$1,500.00
ADD FOR HITCH \$276.00
ADD FOR ANTI-SLIP DIFFERENTIAL \$285.00

TOTAL \$22,909.00 THIS IS ON THE MACPP/JOHNSON COUNTY BID


LARRY WILSON

Special Service Group (AHB)

- 220 Amp Alternator (BAJ)
- Prem Cloth Low-Back Bucket Seats (*D5)
- Bucket Seats (CAC)
- Power Lumbar Adjust (JPW)
- Engine Oil Cooler (NHA)
- 1 Additional Key FOB (XCG)
- Remote Keyless Entry (GXM)
- 115V Auxiliary Power Outlet (JKV)
- Stain Repel Seat Fabric (XGW)
- Instrument Cluster (JA4)
- Power 10-Way Driver Seat (JRT)
- Speed Control (NHM)

RAM TRUCK United States
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STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)	D56198	D56198	D56198	D56198	D56198
115V AUXILIARY POWER OUTLET (JKV)			X	X	X
120 MPH PRIMARY SPEEDOMETER (JCB)	X	X	X	X	X
12V AUXILIARY POWER OUTLET (JJJ)	X	X	X	X	X
160 AMP ALTERNATOR (BAB)	X	X	X	X	X
17" STEEL SPARE WHEEL (WF1)	X	X	X	X	
17X7.0 ALUMINUM WHEELS (WFX)		X			
17X7.0 STEEL ARGENT WHEELS (WEA)	X				
1-YEAR SIRIUS RADIO SERVICE (X9B)		X	X	X	X
1-YEAR SIRIUS TRAVEL LINK SERVICE (X9F)				X	X
1-YR SIRIUS REALTIME TRAFFIC SERVICE (X9C)				X	X
20" STEEL SPARE WHEEL (WGA)					X
20X9.0 ALUMINUM CHROME CLAD WHEELS (WP2)			X		
20X9.0 ALUMINUM CHROME CLAD WHEELS (WPG)				X	X
215MM FRONT AXLE (DJG)	X	X	X	X	X
235MM REAR AXLE (DRN)	X	X	X	X	X
26 GALLON FUEL TANK (NFW)	X	X	X	X	
2ND ROW IN FLOOR STORAGE BINS (CB9)	X	X	X	X	X
32 GALLON FUEL TANK (NFX)					X
40/20/40 SPLIT BENCH SEAT (CBE)	X	X		X	
4-SPOKE STEERING WHEEL (SCF)	X	X			
4X4 BADGE (MUS)	X	X	X	X	X
50 STATE EMISSIONS (NAS)			X	X	X
6 SPEAKERS (RCG)	X	X	X		
730 AMP MAINTENANCE FREE BATTERY (BCN)	X	X	X	X	X
7 PIN WIRING HARNESS (XFK)	X	X	X	X	X
9 AMPLIFIED SPEAKERS W/SUBWOOFER (RC3)				X	X
ACCENT COLOR RUNNING BOARDS (MRM)					X
ACCENT FENDER FLARES (MRD)				X	X
ADVANCED MULTISTAGE FRONT AIR BAGS** (CG3)	X	X	X	X	X
AIR COND ATC W/DUAL ZONE CONTROL (HAF)				X	X
AIR CONDITIONING (HAA)	X	X	X		
ANTI-LOCK 4-WHEEL DISC BRAKES (BRT)	X	X	X	X	X
ASH TRAY LAMP (LBD)			X	X	X
AUDIO JACK INPUT FOR MOBILE DEVICES (RSU)	X	X	X	X	X
AUTO DIM EXTERIOR MIRRORS (GNZ)			X	X	X
AUTOMATIC HEADLAMPS (LMG)	X	X	X	X	X
BASE DOOR TRIM PANEL (CTL)	X				
BLACK DOOR HANDLES (MNA)	X				
BLACK EXTERIOR MIRRORS (LE4)	X	X			
BLACK FRONT BUMPER (MB1)	X				
BLACK GRILLE (MFF)	X				
BLACK REAR BUMPER (MBN)	X				
BLACK VINYL FLOOR COVERING (CKJ)	X				
BODY COLOR/CHROME DOOR HANDLES (MNE)		X		X	X
BODY COLOR DOOR HANDLES (MNK)			X		
BODY COLOR EXTERIOR MIRRORS (LEP)			X		
BODY COLOR FRONT FASCIA (MBP)			X		
BODY COLOR FUEL FILLER DOOR (XJ8)	X	X	X	X	X
BODY COLOR GRILLE (MFN)			X		
BODY COLOR REAR BUMPER W/STEP PADS (MBQ)			X		
BODY COLOR UPPER FASCIA (MCM)		X		X	X
B-PILLAR BLACK OUT (MPL)		X	X	X	X
BRIGHT/BRIGHT GRILLE (MF1)				X	X
BRIGHT FRONT BUMPER (MCT)		X		X	
BRIGHT GRILLE (MFD)		X			
BRIGHT REAR BUMPER (MBF)		X		X	
CARGO AND CHIMSL LAMP (LPE)	X	X	X	X	X

E - EXTRA COST N/C - NO CHARGE N/A - NOT AVAILABLE

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STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)	D56198	D56H98	D56988	D56998	D56R98
CENTER HUB (WMJ)	X	X	X	X	X
CHROME ACCENT SHIFT KNOB (CV1)		X		X	
CHROME EXTERIOR MIRRORS (LEN)				X	X
CLOTH 40/20/40 BENCH SEAT (*V9)		X			
CLOTH BUCKET SEATS (*AJ)			X		
CONVENTIONAL DIFFERENTIAL FRT AXLE (D57)	X	X	X	X	X
CONVENTIONAL DIFFERENTIAL REAR AXLE (D58)	X	X	X	X	X
DASH LINER INSULATION (HGB)	X	X	X	X	X
DELUXE DOOR TRIM PANEL (CTM)				X	
DOOR PARTS MODULE (X82)	X	X	X	X	X
DRIVER/PASSENGER ASSIST HANDLES (CSP)	X	X	X	X	X
DUAL NOTE ELECTRIC HORNS (JJB)	X	X	X	X	X
DUAL REAR EXHAUST (NER)				X	X
DUAL REAR EXHAUST (NEX)			X		
ELEC SHIFT ON DEMAND TRANSFER CASE (DH8)			X	X	X
ELEC SHIFT-ON-THE-FLY P/TIME T/CASE (DH5)	X	X			
ELECTRONICALLY CONTROLLED THROTTLE (NHN)			X	X	X
ELECTRONIC STABILITY CONTROL (BNB)	X	X	X	X	X
ENGINE - 4.7L V8 FFV ENGINE (EVE)	X	X			
ENGINE - 5.7L V8 HEMI MDS VVT ENGINE (EZH)			X	X	X
EXT. MIRRORS W/SUPPLEMENTAL SIGNALS (LEB)			X	X	X
EXTERIOR MIRRORS COURTESY LAMPS (LEC)			X	X	X
EXTERIOR MIRRORS W/HEATING ELEMENT (NHJ)	X	X	X	X	X
EXTERIOR MIRRORS W/MEMORY (LEM)				X	X
FEDERAL EMISSIONS (NAA)	X	X			
FIXED LONG MAST ANTENNA (RDO)	X	X	X	X	X
FLOOR COVERING CARPET (CKE)		X	X	X	X
FLOOR MOUNT AUTOMATIC SHIFT LEVER (DHS)			X		X
FLOOR TUNNEL INSULATION (HGF)	X	X	X	X	X
FOG LAMPS (LNJ)			X	X	X
FOR MORE INFO, CALL 888-538-7474 (X9A)		X	X	X	X
FRONT & REAR FLOOR MATS (GLE)		X	X	X	
FRONT BUMPER SIGHT SHIELDS (MXC)	X	X	X	X	X
FRONT CENTER SEAT CUSHION STORAGE (CVH)				X	
FRONT END PARTS MODULE (X83)	X	X	X	X	X
FRONT HEAVY DUTY SHOCK ABSORBERS (SFB)	X	X	X	X	X
FRONT HEIGHT ADJUST SHOULDER BELTS (CGD)	X	X	X	X	X
FRONT LICENSE PLATE BRACKET (MDA)	X	X	X	X	X
FRONT STABILIZER BAR (SHA)	X	X	X	X	X
FRONT WHEEL SPATS (MEN)	X	X	X		
FULL LENGTH PREMIUM FLOOR CONSOLE (CM5)					X
FULL SIZE SPARE TIRE (TBB)	X	X			X
FULL SIZE TEMPORARY USE SPARE TIRE (TBS)			X	X	
GLOVE BOX LAMP (LBC)				X	X
GOODYEAR BRAND TIRES (TZA)	X	X	X	X	X
GPS NAVIGATION (JLN)				X	X
GRAY UPPER FASCIA (MCL)	X				
GVW RATING - 6800# (Z5D)	X	X	X	X	X
HALOGEN HEADLAMPS (LMA)	X	X			
HALOGEN QUAD HEADLAMPS (LME)			X	X	X
HD VINYL 40/20/40 SPLIT BENCH SEAT (*TX)	X				
HEATED FRONT SEATS (CMA)				X	
HEATED SECOND ROW SEATS (JPZ)					X
HEATED STEERING WHEEL (NHS)				X	X
HEAVY DUTY ENGINE COOLING (NMC)	X	X	X	X	X
HEAVY DUTY TRANSMISSION OIL COOLER (NHD)	X	X	X	X	X
HEMI BADGE (MW5)			X	X	X

E - EXTRA COST N/C - NO CHARGE N/A - NOT AVAILABLE

RAM TRUCK United States
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STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)	D S E L E	D S L O N H O R N	D S L O W B O Y	D S L O W B O Y	D S L O W B O Y
HIGHLINE DOOR TRIM PANEL (CBW)			X		
INSTR. PANEL COLOR KEYED BEZEL (JBY)		X	X		
INSTRUMENT CLUSTER W/DISPLAY SCREEN (JAT)		X	X	X	
INSTRUMENT CLUSTER W/TACH (JAY)	X				
INSTRUMENT PANEL BLACK BEZEL (JBF)	X				
INSTRUMENT PANEL PARTS MODULE (X81)	X	X	X	X	X
INSTRUMENT PANEL WOODGRAIN BEZEL (JBB)				X	X
LARAMIE BADGE (MTE)				X	
LARAMIE LONGHORN BADGE (M1B)					X
LARAMIE LONGHORN INSTRUMENT CLUSTER (JAX)					X
LEATHER TRIM 40/20/40 BENCH SEAT (*VL)				X	
LEATHER WRAPPED SHIFT KNOB (CVB)					X
LEATHER WRAPPED STEERING WHEEL (SCV)			X	X	
LOCKING LUG NUTS (XJC)			X	X	X
LOCKING TAILGATE (XJJ)	X	X	X	X	X
LONGHORN INTERIOR ACCENTS (JEC)					X
LOW BACK BUCKET SEATS (CAC)			X		X
LOWER TWO TONE PAINT (APD)				X	X
LUXURY FRONT & REAR FLOOR MATS (CLZ)					X
LUXURY GROUP (ADA)			X		
MANUAL ADJUST SEATS (JP8)	X	X			
MEDIA CENTER 130 CD/MP3 (RES)	X	X	X		
MEDIA CENTER 730N CD/DVD/MP3/HDD/NAV (RHR) - * <i>Fleet Must Have RHR for \$680 on Laramie and \$340 on Longhorn which is not included in the base price.</i>				X	X
MONOTONE PAINT (APA)	X	X	X		
MOPAR BRIGHT DOOR ENTRY GUARDS (MED)					X
MOPAR REAR WHEEL WELL LINERS (MHL)	X	X	X	X	X
NEXT GENERATION ENGINE CONTROLLER (N2D)	X	X	X	X	X
NO LUMBAR ADJUST (CE8)	X	X			
NON ADJUSTABLE PEDALS (XA8)	X	X	X		
O/HEAD CONSOLE W/UGDO (CV2)			X	X	X
OVERHEAD CONSOLE (CUN)		X			
P265/70R17 BSW ALL SEASON TIRES (TTM)	X	X			
P275/60R20 BSW ALL SEASON TIRES (TTJ)				X	X
P275/60R20 OWL ALL SEASON TIRES (TUK)			X		
PAINTED FRONT BUMPER (MBU)					X
PAINTED REAR BUMPER (MBV)					X
PARKSENSE REAR PARK ASSIST SYSTEM (XAA)					X
PARKVIEW(TM) REAR BACK-UP CAMERA (XAC)				X	X
PASSENGER SIDE SUN VISOR W/MIRROR (GNM)		X	X		
PICKUP BOX (XBS)	X	X	X	X	X
POWER 10-WAY DRIVER SEAT (JRT)			X		
POWER ACCESSORY DELAY (JKY)	X	X	X	X	X
POWER ADJUSTABLE PEDALS W/MEMORY (XAM)				X	X
POWER HEATED MIRRORS, FOLD-AWAY (GT5)			X		
POWER HEATED MIRRORS, FOLD-AWAY (GT6)	X	X			
POWER LOCKS (JPB)	X	X	X	X	X
POWER LUMBAR ADJUST (JPW)			X	X	X
POWER MULTI-FUNCTION F/AWAY MIRRORS (GU4)				X	X
POWER RACK AND PINION STEERING (SBA)	X	X	X	X	X
PREMIUM DOOR TRIM PANEL (CBF)					X
PREMIUM LEATHER BUCKET SEATS (*XJ)					X
PREMIUM LEATHER WRAPPED STEERING WHL (SC3)					X
PREM VINYL DOOR TRIM W/MAP POCKET (CBZ)		X			
PWR 10-WAY MEM DRVR 8-WAY PASS SEATS (JRF)				X	X
PWR FRONT WINDOWS, 1-TOUCH, UP & DOWN (JP3)	X	X	X	X	X
RADIO/DRV SEAT/MIRRORS/PEDALS MEMORY (LEV)				X	X

E - EXTRA COST N/C - NO CHARGE N/A - NOT AVAILABLE

RAM TRUCK United States
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STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)	D S 6 L 9 8	D S 6 M 9 8	D S 6 S 9 8	D S 6 P 9 8	D S 6 R 9 8
RAM'S HEAD BADGE (MGA)	X	X	X	X	X
RAM 1500 BADGE (MS2)	X	X	X	X	
REAR 60/40 SPLIT FOLDING SEAT (CSX)			X	X	X
REAR DOME LAMP (LCH)	X	X			
REAR DOME W/ON/OFF SWITCH LAMP (LHE)			X	X	X
REAR FIXED WINDOW (GJD)	X				
REAR FOLDING SEAT (CFM)	X	X			
REAR HEAVY DUTY SHOCK ABSORBERS (SGB)	X	X	X	X	X
REAR POWER SLIDING WINDOW (GFE)		X	X	X	X
REAR STABILIZER BAR (SHF)	X	X	X	X	X
REAR UNDERSEAT COMPARTMENT STORAGE (CUE)	X	X	X	X	X
REAR VIEW AUTO DIM MIRROR (GNK)			X	X	X
REAR VIEW DAY/NIGHT MIRROR (GNA)	X	X			
REAR WHEEL SPATS (MPP)	X	X	X		
REMOTE KEYLESS ENTRY (GXM)		X	X	X	X
REMOTE START SYSTEM (XBM)					X
REMOTE USB PORT (RSX)				X	X
SEAT PARTS MODULE (X8Z)	X	X	X	X	X
SECURITY ALARM (LSA)				X	X
SENTRY KEY THEFT DETERRENT SYSTEM (GXX)	X	X	X	X	X
SIRIUS SATELLITE RADIO (RSC)		X	X	X	X
SIRIUS TRAFFIC (RSS)				X	X
SIRIUS TRAVEL LINK (RSM)				X	X
SLT BADGE (MTD)		X			
SPEED CONTROL (NHM)		X	X	X	X
SPORT GROUP (AGG)			X		
SPRAY IN BEDLINER (XMF)					X
STEERING WHEEL MOUNTED AUDIO CTRLS (RDZ)			X	X	X
STORAGE TRAY (CUY)	X	X		X	
SUN VISORS W/ILLUM VANITY MIRRORS (GNC)			X	X	X
SUPP. SIDE CURTAIN FRT/RR AIR BAGS (CJ2)	X	X	X	X	X
SUPPLEMENTAL SIDE AIR BAGS (CGS)	X	X	X	X	X
TEMPERATURE & COMPASS GAUGE (JFJ)		X	X	X	X
TILT STEERING COLUMN (SUA)	X	X	X	X	X
TINTED GLASS WINDOWS (GAC)	X	X	X	X	X
TIP START (XBN)	X	X	X	X	X
TIRE & WHEEL PARTS MODULE (X88)	X	X	X	X	X
TIRE CARRIER WINCH (TBM)	X	X	X	X	X
TIRE PRESSURE MONITORING DISPLAY (XGM)		X	X	X	X
TIRE PRESSURE MONITORING WARNING LP (LAB)	X				
TOW HOOKS (XEA)					X
TRAILER TOW W/4-PIN CONNECTOR WIRING (XFU)	X	X	X	X	X
TRANSMISSION - 8-SPD AUTOMATIC 65RFE TRANSMISSION (DG1)	X	X	X	X	X
TRAVELER/MINI TRIP COMPUTER (LET)		X	X	X	X
UCONNECT VOICE COMMAND W/BLUETOOTH (RSP)				X	X
UNDERHOOD LAMP (LDA)			X	X	X
UNIVERSAL GARAGE DOOR OPENER (XGD)			X	X	X
URETHANE SHIFT KNOB (CV3)			X		
VAR INTERMITTENT WINDSHIELD WIPERS (JHA)	X	X	X	X	X
VEHICLE INFORMATION CENTER (LAZ)		X	X	X	X
VENTILATED FRONT SEATS (CAJ)					X

E - EXTRA COST N/C - NO CHARGE N/A - NOT AVAILABLE



Johnson County, Kansas
Office of Financial Management
Purchasing Division

November 18, 2011

Landmark Dodge
1900 Noland Road
Independence, MO 64055
Attn: Mr. Larry Wilson

Subject: Notice of Award for Invitation for Bid No. 2011-049 for a 2012 Model Year Vehicle Contract.

Dear Mr. Wilson,

On November 10, 2011 the Board of County Commissioners of Johnson County Kansas authorized contracts to several firms for the 2012 model year vehicles as needed by Johnson County. Reference for Invitation for Bid No. 2011-049. Your firm has been awarded a contract as part of this authorization.

This letter and the attached contract shall serve as a contract documents that bind your firm to the terms and conditions of Bid No. 2011-049 as well as the pricing agreed and accepted by all other entities participating in this joint bid.

All sales to other Participating Entities will be made on purchase orders issued by that Entity. All receiving, inspection, payments, and other procurement administration will be the responsibility of the purchasing entity. Sales will be made in accordance with the prices, terms, and conditions of this invitation for bids and any subsequent contract.

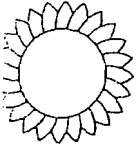
Please contact me if you have any concerns throughout the year. You may contact me at 913-715-0591 or via e-mail at dale.bauer@jocogov.org, by fax at 913-715-0577 or by letter directed to my attention at the address below.

Respectfully,

A handwritten signature in cursive script that reads "Dale Bauer".

Dale Bauer, CPPB
Purchasing Administrator

CC: RFP No. 2011-049 file
All Participating Agencies



JOHNSON COUNTY, KANSAS

CONTRACT
FOR SERVICES, SUPPLIES
MATERIALS OR EQUIPMENT

THE COUNTY OF JOHNSON, KANSAS acting through its Board of County Commissioners does hereby accept, with modifications if any, the bid of: Landmark Dodge.

Bid Number: 2011-049 Closing Date of: October 5, 2011.

A copy of the Supplier's signed bid is attached, items not awarded, if any, have been deleted. The bid and any addendum attached is made a part of this contract.

No financial obligation shall accrue against the County until Landmark Dodge shall make delivery pursuant to order of the Purchasing Manager.

Supplier shall submit the documents listed below prior to commencement of this contract: N/A 2

The Purchasing Manager for Johnson County, Kansas shall be the sole judge as to the fact of the fulfillment of this contract, and upon any breach thereof, shall, at his or her option, declare this contract void, and for any loss or damage by reason of such breach, whether this contract is annulled or not, said Supplier and the surety on said bond shall be liable.

Contract is effective from November 15, 2011 through November 15, 2012

A brief description of the product and/or service follows: _____
2012 Model Year vehicles as required by Johnson County Kansas Departments.

The contract consists of the following:

Bid Number Johnson County Bid No. 2011-049F

Vendor bid dated October 5, 2010

Special attachments: Bid Tabulations

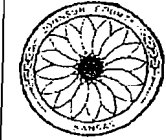
All modifications to this contract must be in writing signed by the County's Purchasing Manager.

JOHNSON COUNTY, KANSAS

By: John M. Mahan
Dated: 11-22-11

Distribution:
Original--Supplier
Copy--User Department
Copy--Bid File

INVITATION FOR BID



**JOHNSON COUNTY, KANSAS
OFFICE OF FINANCIAL MANAGEMENT
PURCHASING DIVISION
111 S. CHERRY, SUITE 2400
OLATHE, KS 66061-3486**

**IFB NO: 2011-049
DATE: August 15th, 2011
PURCHASING ADMINISTRATOR:
Dale Bauer, CPPB

PHONE NO: (913) 715-0591
FAX NO (913) 715-0577
EMAIL: dale.bauer@jocogov.org**

RETURN BID NO LATER THAN:

OPENING DATE: October 5th, 2011

**OPENING TIME: 2:00 PM Local Time on a clock designated
by OFM Purchasing Division**

RETURN IFB TO:

**OFFICE OF FINANCIAL MANAGEMENT
PURCHASING DIVISION
111 S. CHERRY, SUITE 2400
OLATHE, KS 66061-3486**

DESCRIPTIONS:

**VEHICLES FOR 2012 MODEL YEAR
METROPOLITAN JOINT VEHICLE BID**

INVOICE DISCOUNT TERMS

Is a discount offered for prompt payment of invoices? YES ___ NO ___ . If yes, please complete information below.

VENDOR TERMS: 0 % DISCOUNT PERIOD 30 DAYS NET 30 DAYS

The bidder hereby agrees to furnish items and/or services, pursuant to all requirements and specifications contained in this solicitation document, and further agrees that the language of this document shall govern in the event of a conflict with his or her response.

MUST BE SIGNED TO BE VALID

COMPANY: LANDMARK DODGE

DATE:

MAILING ADDRESS: 1857 S. VOLANO

PHONE: 816-833-2100 FAX: 816-833-0948

CITY: INDEPENDENCE STATE: MO ZIP: 64055

EMAIL: LANDMARKDODGE1@YAHOO.COM

SSN OR FEDERAL TAX NO:

TITLE OF AUTHORIZED REPRESENTATIVE:
FLEET MGR

AUTHORIZED SIGNATURE:

PRINTED NAME: LARRY WILSON

DATE:

JOHNSON COUNTY KANSAS

OFFICE OF FINANCIAL MANAGEMENT, PURCHASING DIVISION

STANDARD TERMS AND CONDITIONS

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in the solicitation document or any amendment hereto, the definition or meaning described below shall apply.

- a. Agency and/or Department means the statutory unit of County government in Johnson County, Kansas for which the equipment, supplies, and/or services are being purchased by the Office of Financial Management, Purchasing Division
- b. Amendment means a written, official modification to a solicitation document or to a contract.
- c. Attachment applies to all forms which are included with a solicitation document to incorporate any informational data or requirements related to the Performance Requirement
- d. Bid Opening Date and Time and similar expressions mean the exact deadline required by the solicitation document for the physical receipt of sealed Invitation for Bid/Request for Proposal by the Office of Financial Management, Purchasing Division.
- e. Bidder means the person or organization that responds to a solicitation document by submitting a bid/proposal with price to provide the equipment, supplies, and/or services as required in the solicitation document
- f. Board of County Commissioners or BOCC means the governing body of Johnson County, Kansas.
- g. Buyer means the procurement staff member of the Office of Financial Management, Purchasing Division. The Contact Person as referenced herein is usually the Buyer.
- h. Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. Contractor means a person or organization who is a successful bidder as a result of a bid/proposal and who enters into a contract.
- j. County means Johnson County, Kansas.
- k. Exhibit applies to forms which are included with a bid/proposal for the bidder to complete and return with the sealed response prior to the specified opening date and time.
- l. Invitation for Bid (IFB)/Request for Proposal (RFP) means the procurement document issued by the Office of Financial Management, Purchasing Division, to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- m. May means that a certain feature, component, or action is permissible, but not required.
- n. Must means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid/proposal being considered non-responsive and not evaluated any further.
- o. Shall has the same meaning as the word must.
- p. Should means that a certain feature, component and/or action is desirable and not mandatory

2. OPEN COMPETITION

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Office of Financial Management, Purchasing Division, in writing if any language, specifications or requirements of a bid/proposal appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the bid/proposal to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the Office of Financial Management, Purchasing Division as indicated on the first page of the bid/proposal. Such communication should be received at least seven calendar days prior to the official bid opening date.

Every attempt shall be made to ensure that the bidder receives an adequate and

prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the bid/proposal, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the bid/proposal, any questions received by the Office of Financial Management, Purchasing Division, less than seven calendar days prior to the bid/proposal opening date may not be answered.

- b. Bidders are cautioned that the only official position of the County is that position which is stated in writing and issued by the Office of Financial Management, Purchasing Division, in the bid/proposal or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- c. The Office of Financial Management, Purchasing Division, monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Kansas Attorney General's Office for appropriate action.
- d. The Office of Financial Management, Purchasing Division, reserves the right to officially modify or cancel a bid/proposal after issuance. Such a modification shall be identified as an amendment.

3. PREPARATION OF BID/PROPOSAL

- a. Bidders must examine the entire bid/proposal carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the bid/proposal, all specifications and requirements constitute minimum requirements. All bids/proposals must meet or exceed the stated specifications/requirements.
- c. Unless otherwise specifically stated in the bid/proposal, any manufacturer's names, trade names, brand names, information and/or catalog number listed in a specification and/or requirement are for informational purposes only to indicate level of quality required and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection.
- d. Bids lacking any written indication of intent to bid an alternate brand or to take an exception shall be received and considered to be in complete compliance with the specifications and requirements as listed in the bid/proposal.
- e. All equipment and supplies offered in a bid must be new and of current production and available for marketing by the manufacturer unless the bid/proposal clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- f. Firm fixed prices shall include all packing, handling and shipping charges FOB destination, freight allowed unless otherwise specified in the Invitation for Bid.
- g. The firm fixed prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

4. SUBMISSION OF BIDS/PROPOSALS

- a. A bid/proposal submitted by a bidder must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the bid/proposal, (3) be priced as required, Invitations for Bid only (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered to the Office of Financial Management, Purchasing Division, and officially clocked in no later than the exact opening time and date specified on the bid/proposal. Facsimile transmitted bids/proposals will not be accepted.
- b. The sealed envelope or container containing a bid/proposal should be clearly marked on the outside with (1) the official bid/proposal number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid may only be modified or withdrawn by signed, written notice which has been received by the Office of Financial Management, Purchasing Division, prior to the official opening date and time specified. A bid may also be withdrawn or modified in person by the bidder or its authorized representative, provided proper

identification is presented before the official opening date and time Telephone or telegraphic requests to withdraw or modify a bid shall not be honored

5. BID/PROPOSAL OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the bid/proposal document In the case of Invitations for Bid, prices shall be read at the bid opening
- b. It is the bidder's responsibility to ensure that the bid is delivered by the official opening date and time to the Office of Financial Management, Purchasing Division Late bids will not be considered regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the bidder Late bids shall not be opened, and will be returned unopened.

6. EVALUATION/AWARD

- a. Any pricing information submitted by a bidder but not reflected on the pricing page shall be subject to evaluation if deemed by the Office of Financial Management, Purchasing Division, to be in the best interests of the County
- b. Unless otherwise stated in the bid/proposal, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices However, such discounts are encouraged to motivate prompt payment.
- c. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the bid/proposal and (2) is the lowest and best bid, considering price, responsiveness and responsibility of the bidder, and all other evaluation criteria specified in the bid/proposal
- d. When evaluating a bid, the County reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- e. Any award of a contract shall be made by written notification from the Office of Financial Management, Purchasing Division
- f. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to the State of Kansas open record law.
- g. The Office of Financial Management, Purchasing Division, reserves the right to request written clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that bidder's response shall be subject to acceptance without further clarification.
- h. The Office of Financial Management, Purchasing Division, reserves the right to award by item, groups of items or on all or none basis. Also, the right to reject any or all bids or proposals in part or its entirety; to waive any minor technicality or irregularities of bids/proposals received.
- i. In the event of a discrepancy between the unit price and the extension, the unit price shall prevail.
- j. Bidders who protest the conditions, specifications or scope of services, or other requirements contained in this solicitation are encouraged to review the County's Administrative Purchasing Policies and Procedures located at the County's website at <http://ofm.iocogov.org/defaultpurch.htm>.

7. CONTRACT/PURCHASE ORDER

- a. By submitting a bid/proposal, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the bid/proposal, pursuant to all requirements and specifications contained herein.
- b. A binding contract shall include: (1) The bid/proposal and any amendment thereto, (2) the contractor's response to the bid/proposal, and (3) the County's acceptance of the bidder's response in writing.
- c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment.

8. INVOICING AND PAYMENT

- a. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Office of Financial Management, Purchasing Division.
- b. Payment for all equipment, supplies, and services shall be made in arrears. Johnson County shall not make any advance deposits unless provided in the

solicitation document

- c. The County assumes no obligation for equipment and supplies shipped in excess of the quantity ordered Any unauthorized quantity is subject to the County's rejection and shall be returned at the contractor's expense
- d. The County and its agencies are exempt from state and local sales and use taxes by KSA 79-3606 Situs of all transactions under the order(s) that shall be derived from the bid request shall be deemed to have been accomplished within the State of Kansas

9. DELIVERY

Time is of the essence Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated

10. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the County pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services
- b. All equipment, supplies, and/or services which do not comply with the specifications or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected
- c. The County reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The County's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies available to the County.

11. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the Office of Financial Management, Purchasing Division, (2) be fit and sufficient for the purpose expressed in the Invitation for Bid/Request for Proposal, (3) be of good materials and workmanship, and (4) be free from defect.

12. CONFLICT OF INTEREST

The contractor hereby covenants that at the time of the submission of the bid/proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of this contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

13. CANCELLATION/TERMINATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Office of Financial Management, Purchasing Division, may cancel the contract. At its sole discretion the Office of Financial Management, Purchasing Division, may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the Office of Financial Management, Purchasing Division, within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Office of Financial Management, Purchasing Division will issue a notice of cancellation terminating the contract immediately.
- c. If the Office of Financial Management, Purchasing Division, cancels the contract for breach, the Office of Financial Management, Purchasing Division, reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Office of Financial Management, Purchasing Division, deems appropriate and back charge the contractor for any additional costs incurred thereby.
- d. The Office of Financial Management, Purchasing Division, reserves the right to terminate the contract at any time for the convenience of the County, without penalty or recourse, by giving the contractor a written notice of such termination at least 30 calendar days prior to termination. The contractor shall be entitled to

receive just and equitable compensation for the work completed pursuant to the contract prices prior to the effective date of termination

14. COMMUNICATIONS AND NOTICES

Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, delivered to a telegraph office fee prepaid, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract

15. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the County, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

16. NON-DISCRIMINATION IN EMPLOYMENT

In accordance with K.S.A. 44-1030, the contractor agrees that:

- a. The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
- b. In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
- c. If the contractor fails to comply with the manner in which it reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the County;
- d. If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the County; and
- e. The contractor shall include the provisions of subsections a. through d. (immediately above) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
 - f. The provisions of this Section shall not apply to the contractor if the contractor employs fewer than four employees during the term of the present contract or the present contract cumulatively totals \$5,000 or less during the fiscal year of the County.

17. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the

contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA)

18. GOVERNING LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas

19. HOLD HARMLESS

The contractor agrees to protect, defend, indemnify and hold the BOCC, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the contractor. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent

20. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

21. RIGHT TO EXAMINE AND AUDIT RECORDS

The Contractor agrees that the County, or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records of the Contractor involving transactions related to the contract between the County and Contractor hereunder, or any change order or contract modification thereto, or with compliance with any clauses thereunder. Such records shall include hard copy as well as computer readable data. The Contractor shall require all of its payees including, but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Contractor and payee. Further, the Contractor agrees to cooperate fully and will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to the County any and all such books, documents, papers, and records.

22. HIPAA COMPLIANCE

All contracting parties hereby agree that they will comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law, 104-191 ("HIPAA") and the Health and Human Services regulations implementing the Administrative Simplification and enter into addenda or memorandum of understanding as may be necessary to address the details of such implementation.

SPECIAL CONDITIONS

1. **CONTRACT PERIOD:** Any contract derived from this request shall be effective for the approximate twelve (12) month period immediately following the date of award.
2. **OPTION TO RENEW CONTRACT:** Not Applicable
3. **ESTIMATED QUANTITIES:** The quantities indicated on the Bid Sheet are estimated only. Any contract entered into will be of the "open end" type. The contractor will deliver such quantities as may be ordered, and the contract shall be binding only for the actual quantities ordered during the contract period. Orders will be issued throughout the contract period as needs are determined.
4. **DELIVERY DATE:** When quoting a delivery date, vendor shall state time in days from the receipt of a County purchase order or contract, not time in days from the date of the bid opening.
5. **ASSIGNMENT AND/OR TRANSFER OF INTERESTS:** There shall be no assignment and/or transfer of interests or delegation of contractor's rights, duties, or responsibilities of contractor under the contract derived from this bid request without the prior written approval of the County's Purchasing Manager.
6. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part at the sole discretion of the County.
7. **APPROVED EQUIVALENTS:** The County reserves the right to determine if bid products are equivalent to specified products.
8. **SUBSTITUTIONS:** No substitutions will be accepted for products bid, after award, without the prior approval of the Office of Financial Management, Purchasing Division. Any substitutions allowed will be supplied at no more than the contract bid prices.
9. **METHOD OF AWARD:** This bid may be awarded either as a total contract or as separate contracts as deemed to be in the best interest of Johnson County, Kansas.
10. **NON-LIABILITY:** The contractor shall not be liable in damages for delay of shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Manager's or Purchaser's opinion, is beyond the control of the contractor. Under such circumstances, however, the County may cancel the contract if such action is deemed to be in the best interest of the County.
11. **SPECIFICATION DEVIATIONS:** All deviations from the attached specifications must be noted in detail by the bidder, in writing, at the time of submittal of this request. The absence of a written list of specification deviations at the time of submittal of this bid will hold the bidder strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted as required by the above, will be grounds for rejection of the bid products when delivered.
12. **INSPECTION:** Bid products shall be inspected upon delivery and/or prior to installation and any defects found thereupon shall be repaired by the successful bidder at no expense to Johnson County, Kansas. Repair shall be accomplished in accordance with approved procedure available from the manufacturer.
13. **CREDIT TERMS:** Bidder shall indicate any and all discounts for full and/or prompt payment. Said discounts shall be considered in determination of award. Discounts offered for payment with less than twenty (20) calendar days shall not be considered as a cost factor in the evaluation of bids. In connection with any discount offered, time shall be computed from date of receipt of correct invoices or receipt and acceptance of shipment, or satisfactory installation, whichever is later. Discounts offered shall be taken when remittance is made.
14. **INVOICE AND PAYMENT:** Payment shall be processed in routine after receipt of invoice (in duplicate) submitted after receipt and acceptance or satisfactory installation of the bid products. Invoices shall contain the following information: Purchase order, item description, sizes, unit of measure, quantity, unit price, and extended totals.

15. **ADDENDA AND INTERPRETATIONS:** If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The County is not bound by oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Manager.
16. **PRE-BID CONFERENCE AND SITE TOUR:** Not Applicable
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor to supply an MSDS as required by 29 CFR 1910.1200 with the first shipment of hazardous material. Also, at any time the content of an MSDS is revised, the vendor is required to provide new information relevant to the specific material.
18. **ELECTRONIC VERSION:** The electronic version of the bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Office of Financial Management, Purchasing Division, shall not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of the bid/RFP governs in the event of a discrepancy between the information on the electronic version and that which is on the hard copy.
19. **INSTRUCTIONS FOR RESPONDING TO THIS Bid:** The attached bid forms are to be completed as instructed, one (1) original, and fifteen (15) electronic copies returned in response to the bid.

VEHICLES FOR 2012 MODEL YEAR ADDITIONAL SPECIAL CONDITIONS

1.0 INTENT

The intent of this Invitation for Bids is to describe the 2012 model year automotive equipment required by the participating entities listed in this document.

2.0 ADDENDUMS:

It is the responsibility of interested firms to check the County's website at <http://ofm.jocogov.org/>, or Onvia-Demandstar at www.demandstar.com or the Mid-America Council of Public Purchasing at www.macpp.org for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

3.0 ACCEPTANCE OF BID

Acceptance of this bid or any part thereof in writing within sixty (60) days after the closing date by the Purchasing Administrator of Johnson County Kansas shall constitute a legal and binding agreement; wherein, the supplier shall furnish the supplies or material, in accordance with the specifications and offeror's bid on the written order of the Purchasing Administrator.

4.0 PRINCIPAL CONTRACTING OFFICER

The Principal Contracting Officer is Dale Bauer, CPPB, Purchasing Administrator. The Principal Contracting Officer is responsible for handling the bid solicitation and award of the contracts. The Principal Contracting Officer has sole authority to modify the contract and handle disputes regarding the substance of the contract. It is the responsibility of each bidder, before submitting a bid, to examine the documents thoroughly and request written interpretation or clarifications after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Requests for clarification, in written form only, must be received by Dale Bauer, Purchasing Administrator no later than 5:00 PM September 27th, 2011

5.0 ADMINISTRATIVE CONTRACTING OFFICER

Each participating entity that is a party to the joint bid has authority to act as an administrative contracting officer with responsibility to issue purchase orders or other contracts, receive required documentation, inspect and receive goods, make payments, and handle disputes involving shipments to that entity.

6.0 COOPERATIVE PROCUREMENT WITH OTHER PARTICIPATING ENTITIES

The bidder agrees to provide products and/or services to any Municipality, County, State, Governmental Public

Utility, Non-Profit Hospital, Educational Institute, Special Governmental Agency, and Non-Profit Corporation performing governmental functions that participates as a joint participant in this bid or is represented by the Mid-America Council of Public Purchasing of NIGP (MACPP) and/or Mid-America Regional Council (MARC) in the Greater Kansas City Metropolitan Trade Area.

All sales to other Participating Entities will be made on purchase orders issued by that Entity. All receiving, inspection, payments, and other procurement administration will be the responsibility of the purchasing entity. Sales will be made in accordance with the prices, terms, and conditions of this invitation for bids and any subsequent contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the invitation for bid as a joint participant.

7.0 QUALIFICATIONS

Bids will be accepted only from manufacturers or their authorized dealers that are licensed to do business in Kansas and Missouri.

Bids will be accepted only on vehicles that can be serviced by a dealer located in Missouri counties of Jackson, Clay, Platte, Cass, and Lafayette; and in Kansas counties of Johnson, Miami, Wyandotte, Leavenworth, and Douglas. Bidders must maintain service under the terms of the warranty and where replacement parts may be obtained. If the bidder is not located within the region mentioned above, they must indicate the name and address of an authorized dealer in the area mentioned to serve as a pick-up point. The vendor will be responsible for towing or transportation arising out of any condition due to the manufacturer's fault.

8.0 MANUFACTURER'S STANDARD EQUIPMENT

The equipment bid on this request shall be the manufacturer's standard equipment with no alterations. The purchasing entities will not purchase altered equipment or custom designed equipment unless expressly provided for in this bid document.

9.0 NUMBER OF COPIES

All bids submitted, including paper copies, CD's, jump or flash drives, binders, or any other media shall become the property of Johnson County Kansas and, as such, shall not be returned to the bidders. All bidders shall submit a total of one (1) paper copy of the complete bid response and supporting documentation marked "ORIGINAL BID" and include fifteen (15) jump/flash drives or CD's with the complete bid response and supporting documentation copied on each jump/flash drive or CD. Each jump/flash drive or CD should contain one file for each of the seven groups of vehicles as shown on the bid sheets, plus a file containing the "front end" document responses. Bidder shall label the outside of all bid packages Bid No. 2011-049 "Vehicles for 2012 Model Year."

For bidders submitting small bid packages, fifteen (15) paper copies will be accepted. Failure to submit the appropriate number of bid copies may result in rejection of your bid.

10.0 EVALUATION CRITERIA

The award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, extended warranty, quality of product, delivery time, payment terms, fulfillment of minimum specifications, submission of all MSRP documents, vendor performance history, and in the best interest of the Participating Entities, all factors being considered. Any bid meeting the significant performance and quality requirements stated in this document will receive full consideration for an award.

11.0 ORDERING PROCEDURES & CONFIRMATION

Entities placing orders with successful contractor(s) shall include on the face of their purchase orders, at a minimum, the following information: Name of entity placing order, delivery address, contact name, and phone number.

Contractor shall place order(s) with factory within forty-eight (48) hours after receipt of purchase order or telephone confirmation. The contractor shall provide a written confirmation to the purchasing entity placing the order within forty-eight (48) hours after factory order has been placed.

12.0 CONTRACT PERIOD

Any contract derived from this request shall be effective for the approximate twelve (12) month period immediately following the date of award.

13.0 PRICING

- a. Prices quoted shall be guaranteed for the term of the contract.
- b. Prices shall be F.O.B. purchasing entity.
- c. Prices quoted shall be submitted on a no trade-in basis.
- d. Prices shall include all service and warranty charges necessary for the delivery of a road-ready vehicle.
- e. Quotations must be made on the sheets provided, shall be net costs for the item(s) listed, and shall include all transportation charges, dealer prep charges, and inspection fees.
- f. OPTIONS PRICING shall not exceed Manufacturer Standard Retail Pricing, (MSRP). Documentation of MSRP options pricing must be included with bid submittal. Failure to include MSRP documentation shall result in the rejection of your bid.
- g. MSRP pricing pages shall be placed directly behind each item specified, in proper sequence, in the Detailed Specifications section of this bid.

14.0 SPECIFIC INSTRUCTIONS

- a. Vehicle specification sheets for each item are attached. **It is important that columns under the heading of "Manufacturer's Code" and "Price" are filled in where applicable. Also "Yes" or "No" MUST be circled/acknowledged under the heading "Meets Specs"**. Vendors must complete all information under Optional Equipment – either by inserting a manufacturer's code, a price, indication that this option is not available, or included in standard, dealer-add item, etc. Incomplete bids may be rejected.
- b. Kansas law prohibits anyone selling motor vehicles from "engaging in business in this state" without being properly licensed, K.S.A. 8-2403. New motor vehicles may not be delivered to a purchaser in Kansas except through a licensed dealer in Kansas, K.S.A. 8-2439. **Dealer licensing information for the non-resident Vendors shall be included with the bid package or bid may be rejected.** To comply with this law, dealers not licensed in Kansas may sell vehicles to Kansas entities, but the dealer cannot deliver into Kansas or complete any documentation in the state of Kansas.
- c. Bidders must comply with all special requirements of the Participating Entities including any Occupational or Business License requirements
- d. Vendor shall complete the bottom section on every page of the Bid Sheets, Company Name, Authorized Signature and Title, and Phone Number. Information must be legible.
- e. Vehicles shall be the latest models in standard production, as ordinarily furnished to the general public, except as otherwise specified herein. Dealer shall submit production schedules with the bid package.
- g. All safety items and air pollution controls as required by Federal and State Statute and regulations shall be included on the vehicle when delivered. Options requested shall not be in conflict with or construed as modifying these statutes or regulations.
- h. All vehicles shall be corrosion protected, and a copy of the manufacturer's corrosion warranty and any applicable sticker shall be provided to the purchasing entity with delivery of vehicle.
- i. All options, when available, shall be factory OEM (original equipment manufacturer) installed. When dealer installed options are bid, please note on the bid document that these options are not factory installed.
- j. Bidders MUST meet the minimum specification of every item listed in the Standard Vehicle portion of the Detailed Specifications for all vehicles bid or the bid may be rejected.
- k. The price quoted by the Vendor shall be a firm, fixed price for the entire bid period.

15.0 OPERATOR, SERVICING, AND PARTS MANUALS

The Vendor shall furnish at least one operator's, parts, and maintenance manual each, including a manual(s) for any furnished special equipment, with the delivery of each vehicle.

16.0 WARRANTY

Manufacturer's written statement of warranty or a copy thereof shall be submitted with the bid response. The Vendor shall warrant the vehicle and furnish equipment against part failure or malfunction due to design, construction or installation error, defective workmanship, and missing or incorrect parts for a minimum of twelve (12) months.

However, if the Vendor receives from any supplier additional warranty on the whole or any components of the vehicle in the form of time or mileage, including any pro-rate arrangements, or the Vendor generally extends to their commercial customers a greater or extended coverage, the Lead Agency shall receive corresponding warranty benefits. The manufacturer's standard warranty shall be honored by all manufacturers' dealers within Missouri counties of Jackson, Clay, Platte, Cass, and Lafayette; and in Kansas counties of Johnson, Miami, Wyandotte, Leavenworth, and Douglas. Bidders will provide the starting date of the warranty in the pricing section of their bid response.

17.0 WARRANTY WORK

It will be the responsibility of the successful bidder to arrange warranty work in such a manner as to afford convenient and expeditious warranty service at a local facility or assume the responsibility of pick-up and return of unit to the purchasing entity at no additional cost to the entity.

18.0 DELIVERY

The contracting dealer, at their choosing, may charge a delivery fee when delivering vehicles outside of a 10 mile radius from their dealership. This fee may be taken into consideration by agencies when determining a lowest total cost for a vehicle. This delivery fee shall be noted on page 14 of 23, under Item Number 3.

19.0 CONDITION OF DELIVERY

- a. Each vehicle shall be delivered completely serviced. The servicing program shall include not less than the following operation: lubrication; wheel alignment; front wheel balancing; wiring check; body conditioning; and all other inspection and tests normally performed on a new automobile. Bidders may be required to describe new car inspection and testing prior to delivery of a new vehicle.
- b. Parts of this servicing may be performed at the manufacturer's assembly plant if proper facilities are available there. However, final servicing check-up, including final body conditions, wheel alignment, wheel balancing, and cleanup must be made in the Vendor's shop.
- c. If a vehicle is delivered with minor deviations or improper servicing, the Vendor must arrange to have the necessary work done within 48 hours (exclusive of Saturday, Sunday, and holidays) after written notification from the Purchasing Entity.
- d. All safety items and air pollution controls, as required by Federal and State Statutes and regulations, shall be included on the vehicle when delivered. Options requested shall not be in conflict, or be construed as modifying the statutes or regulations.
- e. Each vehicle shall be protected with permanent-type antifreeze to not less than -30 degrees F. The cooling system should be tagged to indicate the make and type of antifreeze used and the degree of protection provided.
- f. No name other than the manufacturer shall appear on the vehicle. At the time of delivery, the vehicle's odometer reading shall not exceed 100 miles.
- g. All vehicles covered under the Federal Information Disclosure Act shall have a price and optional equipment list attached to a window at the time of delivery or acceptance.

20.0 PAYMENT

Invoices shall be paid within the specified amount of time provided the vehicle has met said specifications and conditions of the IFB and all manuals, drawings, schematics (if required), manufacturer's statement of origin, and any other paperwork required for licensing the vehicle have been received by the Fleet Supervisor or designee of the purchasing entity.

21.0 LEASE/PURCHASE AGREEMENTS

Some Participating Entities may wish to use a lease/purchase method of acquisition. If this method is utilized, that entity using it will be responsible for the method of payment to the dealership and will assume all responsibility for any accompanying paperwork. Johnson County Kansas will assume no responsibility for lease/purchase agreements by other Participating Entities.

Dealerships wishing to be considered for financing arrangements should submit a statement of such intentions with their bid. However, each entity reserves the right to arrange financing with any company it so chooses.

22.0 INSPECTION

All commodities and materials delivered under this bid will be subject to inspection by the Administrative Contracting Officer of the receiving entity.

All vehicles delivered in the State of Missouri will have an inspection certificate and attached sticker indicating compliance with State of Missouri vehicle inspection requirements.

23.0 PARTICIPATING ENTITIES INDIVIDUAL CONTRACT REQUIREMENTS

a. Jackson County, Missouri:

The bidder's attention is directed to all federal, state and county laws of the County of Jackson to equal employment opportunity which, among other things, requires that the vendor agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. All bidders shall complete the

24.0 TAX INCENTIVES FOR GOVERNMENT FLEETS AND OTHER NON-PROFIT ENTITIES

Per IRS, to ensure that tax incentives provide some level of benefit to government and other nonprofit fleets, the law requires that in the case of sale, but not a lease, to a tax exempt entity, the vehicle seller is entitled to the tax credit, but only if the seller clearly discloses to the purchaser the amount of any credit allowable with respect to the vehicle. Bidders are required to disclose the amount of tax incentive for alternative fuel vehicles throughout the detailed bid specifications pages. This information comes from www.nafa.org.

25.0 DELIVERABLES

- a. One (1) paper copy of the complete bid response and supporting documentation marked "original"
- b. Fifteen (15) jump/flash drive or CD copies that include the complete bid response and supporting documentation (for small bid packages, fifteen (15) paper copies will be accepted)
- c. Warranty information including starting date of warranty
- d. Production schedules or website location where participating entities can obtain production schedule information
- e. Location for local service and warranty work including contact name, address, phone number, and hours of operation
- f. Completed bid sheets
- g. Completed statement of offer, including acceptance of P-card information
- h. Completed detailed specification sheets for vehicles you are bidding on
- i. Complete MSRP options pricing from the manufacturer for each vehicle bid
- j. Completed detail specification sheets
- k. Jackson County, Missouri Compliance Report Form

26.0 TRUCK CAB DESCRIPTIONS

Various vehicle manufacturers describe the variety of truck cab descriptions available in different ways. The following descriptions will be used throughout this IFB to describe the cabs, number of doors, etc.



Cab "A"
2-doors
no back seat



Cab "B"
2 front-hinged doors
front & back seats
optional back doors



Cab "C"
4 doors, front hinged
front & back seats



JACKSON COUNTY, MISSOURI COMPLIANCE REVIEW FORM

Report Date: _____ (All reports expire annually on December 31st)

DIRECTIONS FOR COMPLETION:

Please fill out form completely. If a question refers to "past report" and this is the first one, place "1st Report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors), place "N/A" in the blank. Please be sure this and subsequent reports are SIGNED AND DATED. If you have any questions, please call our office at (816)-881-3302.

Mail reports to:
Tom Wyrch
Contract Compliance Review Director
415 East 12th Street - 2nd Floor
Kansas City, Missouri 64106
EMAIL: cro@jacksongov.org
FAX: (816)-881-1223

1. **COMPANY DESCRIPTION:**

Name of Company LANDMARK DODGE
Street Address 1900 S NOLA AVE
City JENNIFER State MO Zip 64055
Email Address: _____
Website Address: _____
Area Code 816 Telephone Number 833-2100
Representative Name _____

2. **COMPANY STATISTICS:**

Total number of
Employees 1007
Total Number of
Employees who are:

- 1. Women _____ 4. Asian _____
- 2. Hispanic _____ 5. American Indian _____
- 3. Black _____ 6. Other _____

YES NO N/A

3. Has your company advertised for applicants since your report? _____
If so, please attach a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement

4. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program? _____
If so, please attach a detailed report of such changes

1. Have there been any adjustments in your job prerequisites or your recruiting and intake procedures?
If so, please attach a narrative of such efforts. _____

YES NO N/A

1. Has any effort been made since your last report in disseminating your policy to all employees or in encouraging them to refer to Minority or Female applicants? _____
If so, please attach a narrative of such efforts.

1. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs? _____

List all minority contractors/suppliers (Minority Owned Business Enterprises MBE/Women Owned Business Enterprises WBE) with which you have contracted during this reporting period.

NAME OF COMPANY _____

STREET ADDRESS _____

REPRESENTATIVE NAME _____

TELEPHONE NUMBER _____

EMAIL ADDRESS _____

WEBSITE ADDRESS _____

PRODUCTS, SERVICE, AREA OF SCOPE OF WORK:

DURATION OF CONTRACT _____

AMOUNT OF CONTRACT _____

REPEAT THE ABOVE INFORMATION ON A SEPARATE SHEET FOR MBE/WBE FIRM WITH WHOM YOU HAVE CONTRACTED.

Figures of Employment Analysis section of this report was obtained from:

YES NO

1. Available employment _____

2. Visual check _____

1. Other (specify) _____

This Compliance Review Form was prepared and submitted by:

Signature

Name and Title

Date

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any mis-statement of fact may subject this company to non-compliance procedures.

**VEHICLES FOR 2012 MODEL YEAR
LIST OF PARTICIPATING ENTITIES**

This is a joint bid for a supply and service Agreement for the following Participating Entities of the Mid America Council of Public Purchasing Chapter of NIPG, with Johnson County Kansas serving as the Lead Agency:

City of Lee's Summit, MO
Christa Battaglia
220 S.E. Green Street
Lee's Summit, MO 64063
816-969-1080 FAX 816-969-1081
Christa.Battaglia@cityofls.net

Bonner Springs Police Department
Dennis Cox
120 North Nettleton
Bonner Springs, KS 66012
913-422-7800 FAX 913-422-1395
dcox@bonnersprings.org

City of Olathe, KS
Russ Pankey
100 East Santa Fe
Olathe, KS 66051
913-971-8926 FAX 913-971-8719
rpankey@olatheks.org

Johnson County, KS
Dale Bauer
111 South Cherry, Suite 2400
Olathe, KS 66061
913-715-0591 FAX 913-0597
dale.bauer@jocogov.org

City of Overland Park, KS
Bill Hills
11300 West 91st Street
Overland Park, KS 66214
913-895-6658/ FAX 913-327-5650
bill.hills@opkansas.org

Jackson County, Missouri
Teddy Ballard
415 East 12th Street, Room G-1
Kansas City, MO 64106
816-881-3265 FAX 816-881-3268
tballard@jacksongov.org

City of Kansas City, MO
Tom Kelly
414 E. 12th Street
Kansas City, MO 64106
816-513-1590 FAX 816-513-1156
thomas_kelly@kcmo.org

City of Independence, MO
Tom Conrow
111 East Maple
Independence, MO 64050
816-325-7090 FAX 816-325-7088
tconrow@indepmo.org

Douglas County, KS
Jackie Waggoner
1100 Massachusetts
Lawrence, KS 66044
785-832-5286 FAX 785-838-2480
jwaggoner@douglas-county.com

City of Lenexa, KS
Chuck Bentzinger
12350 West 87th Street Parkway
Lenexa, KS 66215
913-477-7825 FAX 913-268-6987
cbentzinger@ci.lenexa.ks.us

Prairie Band Potawatomi Nation
David Greeson
16281 Q Road
Mayetta, KS 66509
785-966-3970 FAX 785-966-3954
davidg@pbnation.org

City of Raytown
Tony Mesa
10000 East 59th Street
Raytown, MO 64133
816-737-6066 FAX 816-737-6052
tonym@raytown.mo.us

Raytown Police Department
Lieutenant Paul Beitling
10000 East 59th Street
Raytown, MO 64133
816-737-6103 FAX 816-737-6137
beitlingp@raytownpolice.org

**BID SHEETS
VEHICLES FOR 2012 MODEL YEAR**

1. We have read the Detailed Specifications, all Special Conditions, Instructions to Bidders, and General Conditions, completed the necessary bid information, and enclosed all other required information.

2. OPTIONS PRICING shall not exceed Manufacturer's Suggested Retail Pricing, (MSRP). Documentation of pricing must be included with bid response. MSRP pricing pages shall be placed directly behind each item specified, in proper sequence. Failure to submit MSRP documentation with bid submittal shall be cause for rejection of your bid.

3. Delivery Fees: The contracting dealer, at his choosing, may Charge a delivery fee when delivering vehicles outside of a 10 mile radius from his dealership. Refer to page 9, item number 18. This fee shall be noted below.

Dealer Location: INDEPENDENCE ____ . Other delivery points outside of a 10 mile radius from dealer location at \$ 1.75 per mile per vehicle. *250⁰⁰ MINN*

Alternate Pricing: Three (3) or more vehicles to same location at same time \$ 1.75 ____per mile per vehicle.
25⁰⁰ MINN

Group IV- Pick Up Trucks Items 18-23

Item No. 20	Type: 1/2 Ton PICK-UP, Gas, CAB "A", 4X2,		Model Year 2012	
FEATURE	DESCRIPTION	BIDDER MUST COMPLETE		PRICE
		MFG'S CODE	MEETS SPEC	
Make Equal To	C1500, F-150, Ram 1500, Tundra	<u>Ram</u>	<u>YES</u> /NO	
Model Order No.	Specify	_____	<u>YES</u> /NO	
GVWR	6000 LB min.	_____	<u>YES</u> /NO	
Wheelbase	131 inch min.	_____	<u>YES</u> /NO	
Engine	8 cyl., gasoline, state Liter	_____	<u>YES</u> /NO	
Transmission	Automatic, 4 speed with auxiliary cooler	_____	<u>YES</u> /NO	
Air Bags	Driver & Passenger Side	_____	<u>YES</u> /NO	
Air Conditioning	Factory installed	_____	<u>YES</u> /NO	
Alternator	Heavy duty 75 amp min. state amp.	<u>160</u>	<u>YES</u> /NO	
Arm Rests	Left & right sides	_____	<u>YES</u> /NO	
Auxiliary Outlet	12 volt, Factory installed	_____	<u>YES</u> /NO	
Battery	Heavy duty maint. free, 540 CCA min, state	<u>730</u>	<u>YES</u> /NO	
Bed	8 Foot	_____	<u>YES</u> /NO	
Brakes	ABS	_____	<u>YES</u> /NO	
Cab "A"	<u>2DR REG CAB</u>	_____	<u>YES</u> /NO	
Cooling System	Heavy duty, increased cooling	_____	<u>YES</u> /NO	
Drive Line	4X2	_____	<u>YES</u> /NO	
Electrical System	12 volt	_____	<u>YES</u> /NO	
Floor Covering	Rubber/Vinyl	_____	<u>YES</u> /NO	
Fuel Tank	Minimum 22 gallons- Please State:	<u>26 GAL</u>	<u>YES</u> /NO	
Gear Ratio	State standard available	<u>3.55</u>	<u>YES</u> /NO	
Glass	Tinted, all windows	_____	<u>YES</u> /NO	
Headliner	Factory installed	_____	<u>YES</u> /NO	
Light	Cab dome	_____	<u>YES</u> /NO	
Mirrors	Inside: day/night	_____	<u>YES</u> /NO	
	Outside: left & right below eyeline mount	<u>breakaway</u>	<u>YES</u> /NO	
	5" X 8" min.	_____	<u>YES</u> /NO	
Paint	Mfg. standard - provide color chart	_____	<u>YES</u> /NO	
Payload	State	<u>1330</u>	<u>YES</u> /NO	
Radio	AM/FM, factory installed	<u>C/D</u>	<u>YES</u> /NO	
Rear Bumper	2000 LB min., towing capacity	_____	<u>YES</u> /NO	
	Painted	_____	<u>YES</u> /NO	
Seat	Full depth foam, all vinyl, bench, hinged back (state type proposed)	<u>NONE</u>	<u>YES</u> /NO	
Spare Tire	Same as Tires (5 wheels, 5 tires w/one spare tire carrier, OEM)	_____	<u>YES</u> /NO	

Group IV- Pick Up Trucks Items 18-23

Stabilizer Bar	Front	_____	<u>YES</u> /NO
Steering	Power	_____	<u>YES</u> /NO
Steering Wheel	Tilt - Factory Installed	_____	<u>YES</u> /NO
Sun Visors	Dual	_____	<u>YES</u> /NO
Suspension	Standard for model bid	_____	<u>YES</u> /NO
Tires	All season radial, to meet GVWR, state size	<u>P265/70R17</u>	<u>YES</u> /NO
Warranty	Attach all manufacturer standard	<u>SEE NOTE</u>	<u>YES</u> /NO
Wheels/Rims	5 each, state size	<u>17"</u>	<u>YES</u> /NO
Wipers	Intermittent	_____	<u>YES</u> /NO

BID PRICING

TOTAL STANDARD VEHICLE 1/2 TON, GAS, CAB "A", 4X2 - ITEM NO. 20 \$ 16,864.20

OPTIONAL EQUIPMENT

Air Bag	Side or Roof Rail (state)	<u>SIDE</u>	\$	<u>STD</u>
Alarm System	Describe	<u>KEY</u>	\$	<u>STD</u>
Alternative Fuel	State	<u>ON 3.7 604</u>	\$	
Alternator	List others available	_____	\$	<u>N/A</u>
Battery	State all available	_____	\$	<u>N/A</u>
Bed	State	<u>8 FT</u>	\$	<u>STD</u>
Bed Liner	Linex, or equal, state warranty	_____	\$	<u>450.00</u>
	Others, state warranty	_____	\$	
	Certification required on all	_____	\$	
Brakes	State	<u>ABS</u>	\$	<u>STD</u>
Brush Guards	Front	<u>LIGHTWEIGHT 473.00 HW</u>	\$	<u>706.00</u>
Bumper	Rear step, 6,000 LB capacity	_____	\$	<u>N/A</u>
Cab Style	Cab "B"	_____	\$	<u>N/A</u>
	Cab "C"	<u>8 FT BOX 265.00 MORE</u>	\$	<u>1,123.00</u>
Cab Steps	Driver only, factory	_____	\$	
	Both sides, factory	_____	\$	
Cruise	Factory installed	_____	\$	<u>213.00</u>
Daytime Running Lights		_____	\$	<u>34.00</u>
Diagnostic Software & Cabling		_____	\$	
	Engine	_____	\$	
	Transmission	_____	\$	
	ABS Brakes	_____	\$	
	Electrical System	_____	\$	
	Body Module	_____	\$	
Drive Line 4X4	4X4 (Four Wheel Drive)	_____	\$	<u>310.00</u>
Engines	List others available	_____	\$	
Gas or Diesel	CYL HP LITER FUEL TYPE	<u>5.7</u>	\$	<u>1,114.00</u>

Group IV- Pick Up Trucks Items 18-23

Gas or Diesel			\$	N/A
CNG Option	Note as Factory or Aftermarket		\$	N/A
Propane Option	Note as Factory or Aftermarket		\$	N/A
Floor Covering	Heavy duty carpet	SEE NOTE NEXT PAGE	\$	638.00
Floor Mats	Rubber/Vinyl		\$	105.00
Fuel Management	Fuel Management System; describe	5.7 V/8	\$	1,114.00
Fuel Tank	Auxiliary, state size		\$	N/A
Gear Ratio	List others available		\$	43.00
GVWR	List others available		\$	N/A
Hitch	Pintle		\$	N/A
Hourmeter	Standard engine-activated		\$	
Locks (Door)	Power		\$	625.00
Keys	3 Identical keys per vehicle		\$	147.00
Manuals	Service manuals	OWN LINE	\$	
Positive Traction	Rear Axle		\$	276.00
Preferred Option Pkg	XLT, SLT, or equivalent. List features:	8 FT BOX 265.00 MARG	\$	5,902.00
Rear Window	Sliding		\$	119.00
Running Boards	Full length, factory		\$	
	Driver only		\$	
	Both sides		\$	
Rust Proofing	Ziebart or Ming - State: Certificate required		\$	450.00
	Bidder must state brand & warranty		\$	
Seats	Cloth interior	SEE NOTE NEXT PAGE	\$	638.00
	Bucket front		\$	
Special Paint	Other than mfg. standard:		\$	NONE
Temporary Tag			\$	750
Tires	All terrain, rear, State Size:	LT265/70R17E	\$	213.00
Tow Hooks	2 each	ONLY ON 4 W/D	\$	
Trailer Tow Package	Factory installed, heavy duty, describe package	CLASS IV	\$	285.00
Transmission	Manual, 4 or 5 speed, state		\$	N/A
Wheelbase Options	State	120 AND 140	\$	
Windows	Power		\$	625.00
Extended Warranty	State:	SEE NOTE	\$	
OPTION DELETE FROM STANDARD				
	Air Conditioning		\$	STD
	Bed Delete		\$	N/C
	Bumper, 2000 LB.		\$	STD
	OnStar		\$	N/A
	Power steering		\$	STD
	Radio		\$	STD
	Tilt & Cruise	TELT	\$	STD

INVITATION FOR BID



**JOHNSON COUNTY, KANSAS
OFFICE OF FINANCIAL MANAGEMENT
PURCHASING DIVISION
111 S. CHERRY, SUITE 2400
OLATHE, KS 66061-3486**

**IFB NO: 2011-049
DATE: August 15th, 2011
PURCHASING ADMINISTRATOR:
Dale Bauer, CPPB
PHONE NO: (913) 715-0591
FAX NO (913) 715-0577
EMAIL: dale.bauer@jocogov.org**

RETURN BID NO LATER THAN:

OPENING DATE: October 5th, 2011

**OPENING TIME: 2:00 PM Local Time on a clock designated
by OFM Purchasing Division**

RETURN IFB TO:

**OFFICE OF FINANCIAL MANAGEMENT
PURCHASING DIVISION
111 S. CHERRY, SUITE 2400
OLATHE, KS 66061-3486**

DESCRIPTIONS:

**VEHICLES FOR 2012 MODEL YEAR
METROPOLITAN JOINT VEHICLE BID**

INVOICE DISCOUNT TERMS

Is a discount offered for prompt payment of invoices? YES ___ NO ___. If yes, please complete information below.

VENDOR TERMS: _____ % DISCOUNT PERIOD _____ DAYS NET _____ DAYS

The bidder hereby agrees to furnish items and/or services, pursuant to all requirements and specifications contained in this solicitation document, and further agrees that the language of this document shall govern in the event of a conflict with his or her response.

MUST BE SIGNED TO BE VALID

COMPANY:		DATE:	
MAILING ADDRESS:		PHONE:	FAX:
CITY:	STATE:	ZIP:	EMAIL:
SSN OR FEDERAL TAX NO:		TITLE OF AUTHORIZED REPRESENTATIVE:	
AUTHORIZED SIGNATURE:		PRINTED NAME:	
		DATE:	

JOHNSON COUNTY KANSAS

OFFICE OF FINANCIAL MANAGEMENT, PURCHASING DIVISION

STANDARD TERMS AND CONDITIONS

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in the solicitation document or any amendment hereto, the definition or meaning described below shall apply.

- a. **Agency and/or Department** means the statutory unit of County government in Johnson County, Kansas for which the equipment, supplies, and/or services are being purchased by the Office of Financial Management, Purchasing Division.
- b. **Amendment** means a written, official modification to a solicitation document or to a contract.
- c. **Attachment** applies to all forms which are included with a solicitation document to incorporate any informational data or requirements related to the Performance Requirement.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the solicitation document for the physical receipt of sealed Invitation for Bid/Request for Proposal by the Office of Financial Management, Purchasing Division.
- e. **Bidder** means the person or organization that responds to a solicitation document by submitting a bid/proposal with price to provide the equipment, supplies, and/or services as required in the solicitation document.
- f. **Board of County Commissioners or BOCC** means the governing body of Johnson County, Kansas.
- g. **Buyer** means the procurement staff member of the Office of Financial Management, Purchasing Division. The **Contact Person** as referenced herein is usually the Buyer.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a person or organization who is a successful bidder as a result of a bid/proposal and who enters into a contract.
- j. **County** means Johnson County, Kansas.
- k. **Exhibit** applies to forms which are included with a bid/proposal for the bidder to complete and return with the sealed response prior to the specified opening date and time.
- l. **Invitation for Bid (IFB)/Request for Proposal (RFP)** means the procurement document issued by the Office of Financial Management, Purchasing Division, to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- m. **May** means that a certain feature, component, or action is permissible, but not required.
- n. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid/proposal being considered non-responsive and not evaluated any further.
- o. **Shall** has the same meaning as the word must.
- p. **Should** means that a certain feature, component and/or action is desirable and not mandatory.

2. OPEN COMPETITION

- 1. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Office of Financial Management, Purchasing Division, in writing if any language, specifications or requirements of a bid/proposal appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the bid/proposal to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the Office of Financial Management, Purchasing Division as indicated on the first page of the bid/proposal. Such communication should be received at least seven calendar days prior to the official bid opening date.

Every attempt shall be made to ensure that the bidder receives an adequate and

prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the bid/proposal, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the bid/proposal, any questions received by the Office of Financial Management, Purchasing Division, less than seven calendar days prior to the bid/proposal opening date may not be answered.

- b. Bidders are cautioned that the only official position of the County is that position which is stated in writing and issued by the Office of Financial Management, Purchasing Division, in the bid/proposal or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- c. The Office of Financial Management, Purchasing Division, monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Kansas Attorney General's Office for appropriate action.
- d. The Office of Financial Management, Purchasing Division, reserves the right to officially modify or cancel a bid/proposal after issuance. Such a modification shall be identified as an amendment.

3. PREPARATION OF BID/PROPOSAL

- a. Bidders **must** examine the entire bid/proposal carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the bid/proposal, all specifications and requirements constitute minimum requirements. All bids/proposals must meet or exceed the stated specifications/requirements.
- c. Unless otherwise specifically stated in the bid/proposal, any manufacturer's names, trade names, brand names, information and/or catalog number listed in a specification and/or requirement are for informational purposes only to indicate level of quality required and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection.
- d. Bids lacking any written indication of intent to bid an alternate brand or to take an exception shall be received and considered to be in complete compliance with the specifications and requirements as listed in the bid/proposal.
- e. All equipment and supplies offered in a bid must be new and of current production and available for marketing by the manufacturer unless the bid/proposal clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- f. Firm fixed prices shall include all packing, handling and shipping charges FOB destination, freight allowed unless otherwise specified in the Invitation for Bid.
- g. The firm fixed prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

4. SUBMISSION OF BIDS/PROPOSALS

- a. A bid/proposal submitted by a bidder must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the bid/proposal, (3) be priced as required, Invitations for Bid only (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered to the Office of Financial Management, Purchasing Division, and officially clocked in no later than the exact opening time and date specified on the bid/proposal. Facsimile transmitted bids/proposals will not be accepted.
- b. The sealed envelope or container containing a bid/proposal should be clearly marked on the outside with (1) the official bid/proposal number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid may only be modified or withdrawn by signed, written notice which has been received by the Office of Financial Management, Purchasing Division, prior to the official opening date and time specified. A bid may also be withdrawn or modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or

telegraphic requests to withdraw or modify a bid shall not be honored.

5. BID/PROPOSAL OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the bid/proposal document. In the case of Invitations for Bid, prices shall be read at the bid opening.
- b. It is the bidder's responsibility to ensure that the bid is delivered by the official opening date and time to the Office of Financial Management, Purchasing Division. Late bids will not be considered regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the bidder. Late bids shall not be opened, and will be returned unopened.

6. EVALUATION/AWARD

- a. Any pricing information submitted by a bidder but not reflected on the pricing page shall be subject to evaluation if deemed by the Office of Financial Management, Purchasing Division, to be in the best interests of the County.
- b. Unless otherwise stated in the bid/proposal, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- c. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the bid/proposal and (2) is the lowest and best bid, considering price, responsiveness and responsibility of the bidder, and all other evaluation criteria specified in the bid/proposal.
- d. When evaluating a bid, the County reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- e. Any award of a contract shall be made by written notification from the Office of Financial Management, Purchasing Division.
- f. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to the State of Kansas open record law.
- g. The Office of Financial Management, Purchasing Division, reserves the right to request written clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that bidder's response shall be subject to acceptance without further clarification.
- h. The Office of Financial Management, Purchasing Division, reserves the right to award by item, groups of items or on all or none basis. Also, the right to reject any or all bids or proposals in part or its entirety; to waive any minor technicality or irregularities of bids/proposals received.

In the event of a discrepancy between the unit price and the extension, the unit price shall prevail.

Bidders who protest the conditions, specifications or scope of services, or other requirements contained in this solicitation are encouraged to review the County's Administrative Purchasing Policies and Procedures located at the County's website at <http://ofm.jocogov.org/defaultpurch.htm>.

7. CONTRACT/PURCHASE ORDER

- a. By submitting a bid/proposal, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the bid/proposal, pursuant to all requirements and specifications contained herein.
- b. A binding contract shall include: (1) The bid/proposal and any amendment thereto, (2) the contractor's response to the bid/proposal, and (3) the County's acceptance of the bidder's response in writing.
- c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment.

8. INVOICING AND PAYMENT

- a. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Office of Financial Management, Purchasing Division.
- b. Payment for all equipment, supplies, and services shall be made in arrears. Johnson County shall not make any advance deposits unless provided in the solicitation document.

- c. The County assumes no obligation for equipment and supplies shipped in excess of the quantity ordered. Any unauthorized quantity is subject to the County's rejection and shall be returned at the contractor's expense.
- d. The County and its agencies are exempt from state and local sales and use taxes by KSA 79-3606. Situs of all transactions under the order(s) that shall be derived from the bid request shall be deemed to have been accomplished within the State of Kansas.

9. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

10. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the County pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The County reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The County's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies available to the County.

11. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the Office of Financial Management, Purchasing Division, (2) be fit and sufficient for the purpose expressed in the Invitation for Bid/Request for Proposal, (3) be of good materials and workmanship, and (4) be free from defect.

12. CONFLICT OF INTEREST

The contractor hereby covenants that at the time of the submission of the bid/proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of this contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

13. CANCELLATION/TERMINATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Office of Financial Management, Purchasing Division, may cancel the contract. At its sole discretion the Office of Financial Management, Purchasing Division, may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the Office of Financial Management, Purchasing Division, within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Office of Financial Management, Purchasing Division will issue a notice of cancellation terminating the contract immediately.
- c. If the Office of Financial Management, Purchasing Division, cancels the contract for breach, the Office of Financial Management, Purchasing Division, reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Office of Financial Management, Purchasing Division, deems appropriate and back charge the contractor for any additional costs incurred thereby.
- d. The Office of Financial Management, Purchasing Division, reserves the right to terminate the contract at any time for the convenience of the County, without penalty or recourse, by giving the contractor a written notice of such termination at least 30 calendar days prior to termination. The contractor shall be entitled to receive just and equitable compensation for the work completed pursuant to the contract prices prior to the effective date of termination.

14. COMMUNICATIONS AND NOTICES

Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

15. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the County, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

16. NON-DISCRIMINATION IN EMPLOYMENT

In accordance with K.S.A. 44-1030, the contractor agrees that:

- a. The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
- b. In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
- c. If the contractor fails to comply with the manner in which it reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the County;
- d. If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the County; and
- e. The contractor shall include the provisions of subsections a. through d. (immediately above) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
 - f. The provisions of this Section shall not apply to the contractor if the contractor employs fewer than four employees during the term of the present contract or the present contract cumulatively totals \$5,000 or less during the fiscal year of the County.

17. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

18. GOVERNING LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

19. HOLD HARMLESS

The contractor agrees to protect, defend, indemnify and hold the BOCC, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the contractor. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

20. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

21. RIGHT TO EXAMINE AND AUDIT RECORDS

The Contractor agrees that the County, or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records of the Contractor involving transactions related to the contract between the County and Contractor hereunder, or any change order or contract modification thereto, or with compliance with any clauses thereunder. Such records shall include hard copy as well as computer readable data. The Contractor shall require all of its payees including, but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Contractor and payee. Further, the Contractor agrees to cooperate fully and will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to the County any and all such books, documents, papers, and records.

22. HIPAA COMPLIANCE

All contracting parties hereby agree that they will comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law, 104-191 ("HIPAA") and the Health and Human Services regulations implementing the Administrative Simplification and enter into addenda or memorandum of understanding as may be necessary to address the details of such implementation.

SPECIAL CONDITIONS

1. **CONTRACT PERIOD:** Any contract derived from this request shall be effective for the approximate twelve (12) month period immediately following the date of award.
2. **OPTION TO RENEW CONTRACT:** Not Applicable
3. **ESTIMATED QUANTITIES:** The quantities indicated on the Bid Sheet are estimated only. Any contract entered into will be of the "open end" type. The contractor will deliver such quantities as may be ordered, and the contract shall be binding only for the actual quantities ordered during the contract period. Orders will be issued throughout the contract period as needs are determined.
4. **DELIVERY DATE:** When quoting a delivery date, vendor shall state time in days from the receipt of a County purchase order or contract, not time in days from the date of the bid opening.
5. **ASSIGNMENT AND/OR TRANSFER OF INTERESTS:** There shall be no assignment and/or transfer of interests or delegation of contractor's rights, duties, or responsibilities of contractor under the contract derived from this bid request without the prior written approval of the County's Purchasing Manager.
6. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part at the sole discretion of the County.
7. **APPROVED EQUIVALENTS:** The County reserves the right to determine if bid products are equivalent to specified products.
8. **SUBSTITUTIONS:** No substitutions will be accepted for products bid, after award, without the prior approval of the Office of Financial Management, Purchasing Division. Any substitutions allowed will be supplied at no more than the contract bid prices.
9. **METHOD OF AWARD:** This bid may be awarded either as a total contract or as separate contracts as deemed to be in the best interest of Johnson County, Kansas.
10. **NON-LIABILITY:** The contractor shall not be liable in damages for delay of shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Manager's or Purchaser's opinion, is beyond the control of the contractor. Under such circumstances, however, the County may cancel the contract if such action is deemed to be in the best interest of the County.
11. **SPECIFICATION DEVIATIONS:** All deviations from the attached specifications must be noted in detail by the bidder, in writing, at the time of submittal of this request. The absence of a written list of specification deviations at the time of submittal of this bid will hold the bidder strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted as required by the above, will be grounds for rejection of the bid products when delivered.
12. **INSPECTION:** Bid products shall be inspected upon delivery and/or prior to installation and any defects found thereupon shall be repaired by the successful bidder at no expense to Johnson County, Kansas. Repair shall be accomplished in accordance with approved procedure available from the manufacturer.
13. **CREDIT TERMS:** Bidder shall indicate any and all discounts for full and/or prompt payment. Said discounts shall be considered in determination of award. Discounts offered for payment with less than twenty (20) calendar days shall not be considered as a cost factor in the evaluation of bids. In connection with any discount offered, time shall be computed from date of receipt of correct invoices or receipt and acceptance of shipment, or satisfactory installation, whichever is later. Discounts offered shall be taken when remittance is made.
14. **INVOICE AND PAYMENT:** Payment shall be processed in routine after receipt of invoice (in duplicate) submitted after receipt and acceptance or satisfactory installation of the bid products. Invoices shall contain the following information: Purchase order, item description, sizes, unit of measure, quantity, unit price, and extended totals.

15. **ADDENDA AND INTERPRETATIONS:** If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The County is not bound by oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Manager.
16. **PRE-BID CONFERENCE AND SITE TOUR:** Not Applicable
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor to supply an MSDS as required by 29 CFR 1910.1200 with the first shipment of hazardous material. Also, at any time the content of an MSDS is revised, the vendor is required to provide new information relevant to the specific material.
18. **ELECTRONIC VERSION:** The electronic version of the bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Office of Financial Management, Purchasing Division, shall not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of the bid/RFP governs in the event of a discrepancy between the information on the electronic version and that which is on the hard copy.
19. **INSTRUCTIONS FOR RESPONDING TO THIS Bid:** The attached bid forms are to be completed as instructed, one (1) original, and fifteen (15) electronic copies returned in response to the bid.

VEHICLES FOR 2012 MODEL YEAR ADDITIONAL SPECIAL CONDITIONS

1.0 INTENT

The intent of this Invitation for Bids is to describe the 2012 model year automotive equipment required by the participating entities listed in this document.

2.0 ADDENDUMS:

It is the responsibility of interested firms to check the County's website at <http://ofm.jocogov.org/>, or Onvia-Demandstar at www.demandstar.com or the Mid-America Council of Public Purchasing at www.macpp.org for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

3.0 ACCEPTANCE OF BID

Acceptance of this bid or any part thereof in writing within sixty (60) days after the closing date by the Purchasing Administrator of Johnson County Kansas shall constitute a legal and binding agreement; wherein, the supplier shall furnish the supplies or material, in accordance with the specifications and offeror's bid on the written order of the Purchasing Administrator.

4.0 PRINCIPAL CONTRACTING OFFICER

The Principal Contracting Officer is Dale Bauer, CPPB, Purchasing Administrator. The Principal Contracting Officer is responsible for handling the bid solicitation and award of the contracts. The Principal Contracting Officer has sole authority to modify the contract and handle disputes regarding the substance of the contract. It is the responsibility of each bidder, before submitting a bid, to examine the documents thoroughly and request written interpretation or clarifications after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Requests for clarification, in written form only, must be received by Dale Bauer, Purchasing Administrator no later than 5:00 PM September 27th, 2011

5.0 ADMINISTRATIVE CONTRACTING OFFICER

Each participating entity that is a party to the joint bid has authority to act as an administrative contracting officer with responsibility to issue purchase orders or other contracts, receive required documentation, inspect and receive goods, make payments, and handle disputes involving shipments to that entity.

5.0 COOPERATIVE PROCUREMENT WITH OTHER PARTICIPATING ENTITIES

The bidder agrees to provide products and/or services to any Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institute, Special Governmental Agency, and Non-Profit

Corporation performing governmental functions that participates as a joint participant in this bid or is represented by the Mid-America Council of Public Purchasing of NIGP (MACPP) and/or Mid-America Regional Council (MARC) in the Greater Kansas City Metropolitan Trade Area.

All sales to other Participating Entities will be made on purchase orders issued by that Entity. All receiving, inspection, payments, and other procurement administration will be the responsibility of the purchasing entity. Sales will be made in accordance with the prices, terms, and conditions of this invitation for bids and any subsequent contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the invitation for bid as a joint participant.

7.0 QUALIFICATIONS

Bids will be accepted only from manufacturers or their authorized dealers that are licensed to do business in Kansas and Missouri.

Bids will be accepted only on vehicles that can be serviced by a dealer located in Missouri counties of Jackson, Clay, Platte, Cass, and Lafayette; and in Kansas counties of Johnson, Miami, Wyandotte, Leavenworth, and Douglas. Bidders must maintain service under the terms of the warranty and where replacement parts may be obtained. If the bidder is not located within the region mentioned above, they must indicate the name and address of an authorized dealer in the area mentioned to serve as a pick-up point. The vendor will be responsible for towing or transportation arising out of any condition due to the manufacturer's fault.

8.0 MANUFACTURER'S STANDARD EQUIPMENT

The equipment bid on this request shall be the manufacturer's standard equipment with no alterations. The purchasing entities will not purchase altered equipment or custom designed equipment unless expressly provided for in this bid document.

9.0 NUMBER OF COPIES

All bids submitted, including paper copies, CD's, jump or flash drives, binders, or any other media shall become the property of Johnson County Kansas and, as such, shall not be returned to the bidders. All bidders shall submit a total of one (1) paper copy of the complete bid response and supporting documentation marked "**ORIGINAL BID**" and include fifteen (15) jump/flash drives or CD's with the complete bid response and supporting documentation copied on each jump/flash drive or CD. Each jump/flash drive or CD should contain one file for each of the seven groups of vehicles as shown on the bid sheets, plus a file containing the "front end" document responses. Bidder shall label the outside of all bid packages **Bid No. 2011-049 "Vehicles for 2012 Model Year."**

For bidders submitting small bid packages, fifteen (15) paper copies will be accepted. Failure to submit the appropriate number of bid copies may result in rejection of your bid.

10.0 EVALUATION CRITERIA

The award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, extended warranty, quality of product, delivery time, payment terms, fulfillment of minimum specifications, submission of all MSRP documents, vendor performance history, and in the best interest of the Participating Entities, all factors being considered. Any bid meeting the significant performance and quality requirements stated in this document will receive full consideration for an award.

11.0 ORDERING PROCEDURES & CONFIRMATION

Entities placing orders with successful contractor(s) shall include on the face of their purchase orders, at a minimum, the following information: Name of entity placing order, delivery address, contact name, and phone number.

Contractor shall place order(s) with factory within forty-eight (48) hours after receipt of purchase order or telephone confirmation. The contractor shall provide a written confirmation to the purchasing entity placing the order within forty-eight (48) hours after factory order has been placed.

12.0 CONTRACT PERIOD

Any contract derived from this request shall be effective for the approximate twelve (12) month period immediately following the date of award.

13.0 PRICING

- a. Prices quoted shall be guaranteed for the term of the contract.
- b. Prices shall be F.O.B. purchasing entity.
- c. Prices quoted shall be submitted on a no trade-in basis.
- d. Prices shall include all service and warranty charges necessary for the delivery of a road-ready vehicle.
- e. Quotations must be made on the sheets provided, shall be net costs for the item(s) listed, and shall include all transportation charges, dealer prep charges, and inspection fees.
- f. OPTIONS PRICING shall not exceed Manufacturer Standard Retail Pricing, (MSRP). Documentation of MSRP options pricing must be included with bid submittal. Failure to include MSRP documentation shall result in the rejection of your bid.
- g. MSRP pricing pages shall be placed directly behind each item specified, in proper sequence, in the Detailed Specifications section of this bid.

14.0 SPECIFIC INSTRUCTIONS

- a. Vehicle specification sheets for each item are attached. **It is important that columns under the heading of "Manufacturer's Code" and "Price" are filled in where applicable. Also "Yes" or "No" MUST be circled/acknowledged under the heading "Meets Specs".** Vendors must complete all information under Optional Equipment – either by inserting a manufacturer's code, a price, indication that this option is not available, or included in standard, dealer-add item, etc. Incomplete bids may be rejected.
- b. Kansas law prohibits anyone selling motor vehicles from "engaging in business in this state" without being properly licensed, K.S.A. 8-2403. New motor vehicles may not be delivered to a purchaser in Kansas except through a licensed dealer in Kansas, K.S.A. 8-2439. **Dealer licensing information for the non-resident Vendors shall be included with the bid package or bid may be rejected.** To comply with this law, dealers not licensed in Kansas may sell vehicles to Kansas entities, but the dealer cannot deliver into Kansas or complete any documentation in the state of Kansas.
- c. Bidders must comply with all special requirements of the Participating Entities including any Occupational or Business License requirements
- d. Vendor shall complete the bottom section on every page of the Bid Sheets, Company Name, Authorized Signature and Title, and Phone Number. Information must be legible.
- e. Vehicles shall be the latest models in standard production, as ordinarily furnished to the general public, except as otherwise specified herein. Dealer shall submit production schedules with the bid package.
- g. All safety items and air pollution controls as required by Federal and State Statute and regulations shall be included on the vehicle when delivered. Options requested shall not be in conflict with or construed as modifying these statutes or regulations.
- h. All vehicles shall be corrosion protected, and a copy of the manufacturer's corrosion warranty and any applicable sticker shall be provided to the purchasing entity with delivery of vehicle.
- i. All options, when available, shall be factory OEM (original equipment manufacturer) installed. When dealer installed options are bid, please note on the bid document that these options are not factory installed.
- j. Bidders MUST meet the minimum specification of every item listed in the Standard Vehicle portion of the Detailed Specifications for all vehicles bid or the bid may be rejected.
- k. The price quoted by the Vendor shall be a firm, fixed price for the entire bid period.

15.0 OPERATOR, SERVICING, AND PARTS MANUALS

The Vendor shall furnish at least one operator's, parts, and maintenance manual each, including a manual(s) for any furnished special equipment, with the delivery of each vehicle.

16.0 WARRANTY

Manufacturer's written statement of warranty or a copy thereof shall be submitted with the bid response. The Vendor

shall warrant the vehicle and furnish equipment against part failure or malfunction due to design, construction or installation error, defective workmanship, and missing or incorrect parts for a minimum of twelve (12) months. However, if the Vendor receives from any supplier additional warranty on the whole or any components of the vehicle in the form of time or mileage, including any pro-rate arrangements, or the Vendor generally extends to their commercial customers a greater or extended coverage, the Lead Agency shall receive corresponding warranty benefits.

The manufacturer's standard warranty shall be honored by all manufacturers' dealers within Missouri counties of Jackson, Clay, Platte, Cass, and Lafayette; and in Kansas counties of Johnson, Miami, Wyandotte, Leavenworth, and Douglas. Bidders will provide the starting date of the warranty in the pricing section of their bid response.

17.0 WARRANTY WORK

It will be the responsibility of the successful bidder to arrange warranty work in such a manner as to afford convenient and expeditious warranty service at a local facility or assume the responsibility of pick-up and return of unit to the purchasing entity at no additional cost to the entity.

18.0 DELIVERY

The contracting dealer, at their choosing, may charge a delivery fee when delivering vehicles outside of a 10 mile radius from their dealership. This fee may be taken into consideration by agencies when determining a lowest total cost for a vehicle. This delivery fee shall be noted on page 14 of 23, under Item Number 3.

19.0 CONDITION OF DELIVERY

- a. Each vehicle shall be delivered completely serviced. The servicing program shall include not less than the following operation: lubrication; wheel alignment; front wheel balancing; wiring check; body conditioning; and all other inspection and tests normally performed on a new automobile. Bidders may be required to describe new car inspection and testing prior to delivery of a new vehicle.
- b. Parts of this servicing may be performed at the manufacturer's assembly plant if proper facilities are available there. However, final servicing check-up, including final body conditions, wheel alignment, wheel balancing, and cleanup must be made in the Vendor's shop.
- c. If a vehicle is delivered with minor deviations or improper servicing, the Vendor must arrange to have the necessary work done within 48 hours (exclusive of Saturday, Sunday, and holidays) after written notification from the Purchasing Entity.
- d. All safety items and air pollution controls, as required by Federal and State Statutes and regulations, shall be included on the vehicle when delivered. Options requested shall not be in conflict, or be construed as modifying the statutes or regulations.
- e. Each vehicle shall be protected with permanent-type antifreeze to not less than -30 degrees F. The cooling system should be tagged to indicate the make and type of antifreeze used and the degree of protection provided.
- f. No name other than the manufacturer shall appear on the vehicle. At the time of delivery, the vehicle's odometer reading shall not exceed 100 miles.
- g. All vehicles covered under the Federal Information Disclosure Act shall have a price and optional equipment list attached to a window at the time of delivery or acceptance.

20.0 PAYMENT

Invoices shall be paid within the specified amount of time provided the vehicle has met said specifications and conditions of the IFB and all manuals, drawings, schematics (if required), manufacturer's statement of origin, and any other paperwork required for licensing the vehicle have been received by the Fleet Supervisor or designee of the purchasing entity.

21.0 LEASE/PURCHASE AGREEMENTS

Some Participating Entities may wish to use a lease/purchase method of acquisition. If this method is utilized, that entity using it will be responsible for the method of payment to the dealership and will assume all responsibility for any accompanying paperwork. Johnson County Kansas will assume no responsibility for lease/purchase agreements by other Participating Entities.

Dealerships wishing to be considered for financing arrangements should submit a statement of such intentions with their bid. However, each entity reserves the right to arrange financing with any company it so

chooses.

22.0 INSPECTION

All commodities and materials delivered under this bid will be subject to inspection by the Administrative Contracting Officer of the receiving entity.

All vehicles delivered in the State of Missouri will have an inspection certificate and attached sticker indicating compliance with State of Missouri vehicle inspection requirements.

23.0 PARTICIPATING ENTITIES INDIVIDUAL CONTRACT REQUIREMENTS

a. Jackson County, Missouri:

The bidder's attention is directed to all federal, state and county laws of the County of Jackson to equal employment opportunity which, among other things, requires that the vendor agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. All bidders shall complete the

24.0 TAX INCENTIVES FOR GOVERNMENT FLEETS AND OTHER NON-PROFIT ENTITIES

Per IRS, to ensure that tax incentives provide some level of benefit to government and other nonprofit fleets, the law requires that in the case of sale, but not a lease, to a tax exempt entity, the vehicle seller is entitled to the tax credit, but only if the seller clearly discloses to the purchaser the amount of any credit allowable with respect to the vehicle. Bidders are required to disclose the amount of tax incentive for alternative fuel vehicles throughout the detailed bid specifications pages. This information comes from www.nafa.org.

25.0 DELIVERABLES

- a. One (1) paper copy of the complete bid response and supporting documentation marked "original"
- b. Fifteen (15) jump/flash drive or CD copies that include the complete bid response and supporting documentation (for small bid packages, fifteen (15) paper copies will be accepted)
- c. Warranty information including starting date of warranty
- d. Production schedules or website location where participating entities can obtain production schedule information
- e. Location for local service and warranty work including contact name, address, phone number, and hours of operation
- f. Completed bid sheets
- g. Completed statement of offer, including acceptance of P-card information
- h. Completed detailed specification sheets for vehicles you are bidding on
- i. Complete MSRP options pricing from the manufacturer for each vehicle bid
- j. Completed detail specification sheets
- k. Jackson County, Missouri Compliance Report Form

26.0 TRUCK CAB DESCRIPTIONS

Various vehicle manufacturers describe the variety of truck cab descriptions available in different ways. The following descriptions will be used throughout this IFB to describe the cabs, number of doors, etc.



Cab "A"
2-doors
no back seat



Cab "B"
2 front-hinged doors
front & back seats
optional back doors



Cab "C"
4 doors, front hinged
front & back seats



JACKSON COUNTY, MISSOURI COMPLIANCE REVIEW FORM

Report Date: _____ (All reports expire annually on December 31st)

DIRECTIONS FOR COMPLETION:

Please fill out form completely. If a question refers to "past report" and this is the first one, place "1st Report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors), place "N/A" in the blank. Please be sure this and subsequent reports are SIGNED AND DATED. If you have any questions, please call our office at (816)-881-3302.

Mail reports to:

Tom Wyrsh
Contract Compliance Review Director
415 East 12th Street - 2nd Floor
Kansas City, Missouri 64106
EMAIL: cro@jacksongov.org
FAX: (816)-881-1223

1. **COMPANY DESCRIPTION:**

Name of Company _____
Street Address _____
City _____ State _____ Zip _____
Email Address: _____
Website Address: _____
Area Code _____ Telephone Number _____
Representative Name _____

2. **COMPANY STATISTICS:**

Total number of
Employees _____

Total Number of
Employees who are:

1. Women _____ 4. Asian _____
2. Hispanic _____ 5. American Indian _____
3. Black _____ 6. Other _____

YES NO N/A

3. Has your company advertised for applicants since your report? _____
If so, please attach a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement

4. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program? _____
If so, please attach a detailed report of such changes

1. Have there been any adjustments in your job prerequisites or your recruiting and intake procedures?
If so, please attach a narrative of such efforts. _____

YES NO N/A

- 1. Has any effort been made since your last report in disseminating your policy to all employees or in encouraging them to refer to Minority or Female applicants? _____
If so, please attach a narrative of such efforts.

- 1. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs? _____

List all minority contractors/suppliers (Minority Owned Business Enterprises MBE/Women Owned Business Enterprises WBE) with which you have contracted during this reporting period.

NAME OF COMPANY _____

STREET ADDRESS _____

REPRESENTATIVE NAME _____

TELEPHONE NUMBER _____

EMAIL ADDRESS _____

WEBSITE ADDRESS _____

PRODUCTS, SERVICE, AREA OF SCOPE OF WORK:

DURATION OF CONTRACT _____

AMOUNT OF CONTRACT _____

REPEAT THE ABOVE INFORMATION ON A SEPARATE SHEET FOR MBE/WBE FIRM WITH WHOM YOU HAVE CONTRACTED.

Figures of Employment Analysis section of this report was obtained from:

YES NO

- 1. Available employment _____

- 2. Visual check _____

- 1. Other (specify) _____

This Compliance Review Form was prepared and submitted by:

Signature

Name and Title

Date

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any mis-statement of fact may subject this company to non-compliance procedures.

**VEHICLES FOR 2012 MODEL YEAR
LIST OF PARTICIPATING ENTITIES**

This is a joint bid for a supply and service Agreement for the following Participating Entities of the Mid America Council of Public Purchasing Chapter of NIPG, with Johnson County Kansas serving as the Lead Agency:

City of Lee's Summit, MO
Christa Battaglia
220 S.E. Green Street
Lee's Summit, MO 64063
816-969-1080 FAX 816-969-1081
Christa.Battaglia@cityofls.net;

Bonner Springs Police Department
Dennis Cox
120 North Nettleton
Bonner Springs, KS 66012
913-422-7800 FAX 913-422-1395
dcox@bonnersprings.org

City of Olathe, KS
Russ Pankey
100 East Santa Fe
Olathe, KS 66051
913-971-8926 FAX 913-971-8719
rpankey@olatheks.org

Johnson County, KS
Dale Bauer
111 South Cherry, Suite 2400
Olathe, KS 66061
913-715-0591 FAX 913-0597
dale.bauer@jocogov.org

City of Overland Park, KS
Bill Hills
11300 West 91st Street
Overland Park, KS 66214
913-895-6658/ FAX 913-327-5650
bill.hills@opkansas.org

Jackson County, Missouri
Teddy Ballard
415 East 12th Street, Room G-1
Kansas City, MO 64106
816-881-3265 FAX 816-881-3268
tballard@jacksongov.org

City of Kansas City, MO
Tom Kelly
414 E. 12th Street
Kansas City, MO 64106
816-513-1590 FAX 816-513-1156
thomas_kelly@kcmo.org

City of Independence, MO
Tom Conrow
111 East Maple
Independence, MO 64050
816-325-7090 FAX 816-325-7088
tconrow@indepmo.org

Douglas County, KS
Jackie Waggoner
1100 Massachusetts
Lawrence, KS 66044
785-832-5286 FAX 785-838-2480
jwaggoner@douglas-county.com

City of Lenexa, KS
Chuck Bentzinger
12350 West 87th Street Parkway
Lenexa, KS 66215
913-477-7825 FAX 913-268-6987
cbentzinger@ci.lenexa.ks.us

Prairie Band Potawatomi Nation
David Greeson
16281 Q Road
Mayetta, KS 66509
785-966-3970 FAX 785-966-3954
davidg@pbpnation.org

City of Raytown
Tony Mesa
10000 East 59th Street
Raytown, MO 64133
816-737-6066 FAX 816-737-6052
tonym@raytown.mo.us

Raytown Police Department
Lieutenant Paul Beitling
10000 East 59th Street
Raytown, MO 64133
816-737-6103 FAX 816-737-6137
beitlingp@raytownpolice.org

BID SHEETS VEHICLES FOR 2012 MODEL YEAR

1. We have read the Detailed Specifications, all Special Conditions, Instructions to Bidders, and General Conditions, completed the necessary bid information, and enclosed all other required information.

2. **OPTIONS PRICING shall not exceed Manufacturer's Suggested Retail Pricing, (MSRP). Documentation of pricing must be included with bid response. MSRP pricing pages shall be placed directly behind each item specified, in proper sequence. Failure to submit MSRP documentation with bid submittal shall be cause for rejection of your bid.**

3. **Delivery Fees:** The contracting dealer, at his choosing, may charge a delivery fee when delivering vehicles outside of a 10 mile radius from his dealership. Refer to page 9, item number 18. This fee shall be noted below.

Dealer Location: _____ Other delivery points outside of a 10 mile radius from dealer location at \$_____per mile per vehicle.

Alternate Pricing: Three (3) or more vehicles to same location at same time \$_____per mile per vehicle.

GROUP I: TRUCKS, HEAVY DUTY

Item No.	Description	Est. Qty	Unit Price	Total Price
1.	Truck, C & C 15,000 GVWR, Cab "A", 4X2, Gasoline Response/Delivery Time: _____ ARO	3	\$	\$
2.	Truck, C & C 17,500 GVWR, Cab "A", 4X2, Gasoline Response/Delivery Time: _____ ARO	6	\$	\$
3.	Truck, C & C 21,000 GVWR, 4X2, Diesel Response/Delivery Time: _____ ARO <u>Advertised Fuel Efficiency - MPG</u>	1	\$	\$
4.	Truck, C & C 29,000 GVWR, Diesel Response/Delivery Time: _____ ARO <u>Advertised Fuel Efficiency - MPG</u>	2	\$	\$
5.	Truck, C & C 34,000 GVWR, Diesel Response/Delivery Time: _____ ARO <u>Advertised Fuel Efficiency - MPG</u>	1	\$	\$
3.	Truck, C & C 56,000 GVWR, Diesel Response/Delivery Time: _____ ARO <u>Advertised Fuel Efficiency - MPG</u>	2	\$	\$
7.	Truck, C & C 66,000 GVWR, Diesel Response/Delivery Time: _____ ARO		\$	\$
Company			Phone	
Authorized Signature			Title	

GROUP II: CARS

Item No.	Description	Est. Qty	Unit Price	Total Price
8.	Subcompact Sedan, Gasoline, 4 Door Response/Delivery Time: _____ ARO	1	\$	\$
9.	Compact Sedan, Gasoline, 4 Door Response/Delivery Time: _____ ARO	1	\$	\$
10.	Mid-Size 4 door Sedan, Front Wheel Drive Response/Delivery Time: _____ ARO	4	\$	\$
11.	Full-Size Sedan, Front Wheel Drive. Chevrolet Impala or Equal. Response/Delivery Time: _____ ARO	5	\$	\$
12.	Full-Size Sedan, Rear Wheel Drive. Dodge Charger or Equal. Response/Delivery Time: _____ ARO	2	\$	\$
13.	Large-Size Sedan, Rear Wheel Drive. Ford Crown Victoria or Equal. Response/Delivery Time: _____ ARO	Not Bid for 2012MY	\$	\$
Company			Phone	
Authorized Signature			Title	

GROUP III: SUV's

Item No.	Description	Est. Qty	Unit Price	Total Price
14.	Sub-Compact Utility Vehicle, 4 door, 4X4 Response/Delivery Time: _____ ARO	4	\$	\$
15.	Compact Utility Vehicle, 4 Door, 4X4 Response/Delivery Time: _____ ARO	1	\$	\$
16.	Full Size Utility Vehicle, 4X4. Chevrolet Tahoe or Equal Response/Delivery Time: _____ ARO	1	\$	\$
17.	Large-Sized Utility Vehicle, 4 Wheel Drive. Ford Expedition or Equal. Response/Delivery Time: _____ ARO	1	\$	\$
Company			Phone	
Authorized Signature			Title	

GROUP IV: PICKUP TRUCKS

Item No.	Description	Est. Qty	Unit Price	Total Price
18.	Compact Pick-Up, Cab "A", 4X2 Response/Delivery Time: _____ ARO	4	\$	
19.	Mid-Size Pick-Up, Cab "B", 4X2. Dodge Dakota or Equal. Response/Delivery Time: _____ ARO	Not Bid for 2012MY	\$	
20.	½ Ton Pick-Up, Cab "A", 4X2 Response/Delivery Time: _____ ARO	10	\$	
21.	¾ Ton Pick-Up, Cab "A", 4X2, Gasoline Response/Delivery Time: _____ ARO	9	\$	
22.	1 Ton Pick-Up, Cab "A", 4X2, Diesel Response/Delivery Time: _____ ARO	6	\$	
23.	1 Ton Cab & Chassis "A", 4X2, Gasoline Response/Delivery: _____ ARO	2	\$	
Company			Phone	
Authorized Signature			Title	

GROUP V: VANS

Item No.	Description	Est. Qty	Unit Price	Total Price
24.	Mini-Van, 5 Passenger, Front Wheel Drive Response/Delivery Time: _____ARO	1	\$	\$
25.	Mini-Van, 7 Passenger, Front Wheel Drive Response/Delivery Time: _____ARO	3	\$	
26.	Mini-Van, Cargo, Front-Wheel Drive Response/Delivery Time: _____ARO	1	\$	\$
27.	Full Size Van, Cargo, Heavy Duty, ¾ Ton, 8 Cylinder, 8500 GVWR Response/Delivery Time: _____ARO	1	\$	\$
28.	Window Van, 12 and 15 Passenger, Rear Wheel Drive Response/Delivery Time: _____ARO	6	\$	\$
29.	Full Size Van Cutaway Cab & Chassis Response/Delivery Time: _____ARO	1	\$	\$
30.	Cargo Van, Full Size, 9900GVWR, Sprinter or equal Response/Delivery Time: _____ARO	1	\$	\$
Company			Phone	
Authorized Signature			Title	

GROUP VI: POLICE VEHICLES

Item No.	Description	Est. Qty	Unit Price	Total Price
31.	Large-Size, 4 door Sedan —Police Package. Exterior Paint: One Solid Color, Interior Color: Charcoal, Driver Side Spotlight, Full Wheel Covers, Rear Wheel Drive. Crown Victoria Police Interceptor or equal. Response/Delivery Time: _____ ARO	To Be Bid in Fall 2011	\$	\$
32.	Full-Size, 4 door Sedan — Police Package, Paint: One solid Color. Interior Color: Charcoal, Driver side Spotlight, Front Wheel Drive. Chevrolet Impala or equal Response/Delivery Time: _____ ARO	To Be Bid in Fall 2011	\$	\$
33.	Full-Size, 4 door Sedan — Police Package, Paint: One Solid Color. Interior Color: Charcoal. Driver Side Spotlight, Rear Wheel Drive. Dodge Charger or equal. Response/Delivery Time: _____ ARO	To Be Bid in Fall 2011	\$	\$
34.	Compact Utility 4 Door, 4X4, Special Service package. Response/Delivery Time: _____ ARO	4		
35.	Full Size Utility Vehicle, Pursuit Package, 4X2, Chevrolet Tahoe or Equal Response/Delivery Time _____ ARO	4	\$	\$
36.	Full Size Utility Vehicle, Special Services, 4X4 Ford expedition or equal. Response/Delivery Time _____ ARO	2	\$	\$
Company			Phone	
Authorized Signature			Title	

Group VII: Hybrids and Electric Vehicles

When hybrid powered vehicles are specified, for the purpose of this bid, a hybrid powered vehicle shall be defined as having both a gasoline engine and rechargeable electric batteries to power electric motors. These vehicles are commonly referred to as a hybrid-Electric vehicle (HEV). The base vehicle specifications for engine size, fuel capacity and trunk capacity are waived when a hybrid vehicle is required. The delivery will be subject to availability.

Item No.	Description	Est. Qty	Unit Price	Total Price
37.	<p>Subcompact Sedan, Gasoline/Electric Hybrid, 4-door. Honda Civic, Toyota Prius or Equal. Base Vehicle to comply with the Metropolitan Joint Bid Specifications for Subcompact Four (4) Door Sedan/Hatchback <u>EXCEPT the vehicle shall have a hybrid Power system.</u></p> <p>Response/Delivery Time:_____ARO</p>	2	\$	\$
38.	<p>Compact 4 door Sedan, Gasoline/Electric Hybrid. Ford Fusion Or equal. Base Vehicle to comply with the Metropolitan Joint Bid Specifications for Compact Four (4) Door Sedan/Hatchback <u>EXCEPT the vehicle shall have a hybrid Power system.</u></p> <p>Response/Delivery Time:_____ARO</p>	2	\$	\$
39.	<p>Mid-Size 4 door Sedan Gasoline /Electric Hybrid. Chevrolet Malibu, Toyota Camry or Equal. Base Vehicle to comply with the Metropolitan Joint Bid Specifications for Mid-Size Four (4) Door Sedan/Hatchback <u>EXCEPT the vehicle shall have a hybrid Power system</u></p> <p>Response/Delivery Time:_____ARO</p>	2	\$	\$
40.	<p>Sub-Compact Utility Vehicle, 4 door, 4X4, Gasoline/Electric Hybrid. Ford Escape or Equal. Base Vehicle to comply with the Metropolitan Joint Bid Specifications for Sub-Compact Utility Vehicle, 4 Door, 4X4 <u>EXCEPT the vehicle shall have a hybrid Power system</u></p> <p>Response/Delivery Time:_____ARO</p>	2	\$	\$

	Group VII: Hybrids and Electric Vehicles Continued:			
41.	<p>½ Ton Pick-Up, Cab "A", 4X2, Electric/Gas Hybrid, Base Unit. Base Vehicle to comply with the Metropolitan Joint Bid Specifications for Full Size ½ Ton Pick-Up <u>EXCEPT the vehicle shall have a hybrid Power system</u></p> <p>Response/Delivery Time: _____ ARO</p>	1	\$	\$
		1		
42.	<p>Full Size Utility Vehicle, Gasoline/Electric Hybrid, 4X4, Chevrolet Tahoe or Equal. Base Vehicle to comply with the Metropolitan Joint Bid Specifications for Full Size Utility Vehicle <u>EXCEPT the vehicle shall have a hybrid Power system</u></p> <p>Response/Delivery Time: _____ ARO</p>	1	\$	\$
43.	<p>All Electric Vehicle – 4 Door Sedan. Advise of Base Pricing, Specifications and Options at MSRP.</p> <p>Response/Delivery Time: _____ ARO</p>	1	\$	\$
14.+	<p>All Electric Vehicle - Delivery Vehicle. Advise of Base Pricing, Specifications and Options at MSRP.</p> <p>Response/Delivery Time: _____ ARO</p>		\$	\$
Company			Phone	
Authorized Signature			Title	

BID SHEET

(CONTINUATION SHEET)

THIS IS NOT AN ORDER

Freight FOB Destination/Prepaid and Allowed

ITEM NO.	ITEM AND SPECIFICATION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
	<p><u>This section is optional.</u> <u>Does not affect bid award.</u></p> <p><u>COOPERATIVE PURCHASING BY OTHER INSTITUTIONS UNDER THIS CONTRACT</u></p> <p>Reference Item No. 6 on Page 6.</p> <p><u>PURCHASING CARD PAYMENTS:</u></p> <p>Not Applicable.</p> <p><u>ON LINE TRANSACTIONS</u></p> <p>Not Applicable.</p>				

We hereby agree to furnish the items on which prices are quoted above and on subsequent pages in accordance with all terms and conditions previously listed and any attached specifications.

Company Name _____ Date

AUTHORIZED SIGNATURE _____ TITLE

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : landmark dodge
State : MISSOURI

As of 22-Feb-2012 4:11 PM EST

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 8th day of March 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of Department of Transportation Cooperative Contract: 3-110901WB – Chevrolet Silverado Crew Cab 4x4 Pickup Truck with Putnam Chevrolet. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of March, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: February 17, 2012
RE: Cooperative Contract: *3-110901WB – Chevrolet Silverado Crew Cab 4x4 Pickup Truck*

Purchasing and the Sheriff Department request permission to utilize the Missouri Department of Transportation cooperative contract *3-110901WB* to purchase a Chevrolet Silverado Crew Cab 4x4 Pickup Truck from Putnam Chevrolet of California, Missouri.

Total cost of contract is \$24,448.00 and will be paid from department 2901 Sheriff Operations – LE Sales Tax, account 92400 – Replacement Auto / Trucks. \$322,500 was budgeted for replacement vehicles for 2012.

cc: Contract File
Chad Martin, Leasa Quick / Sheriff Dept.

**PURCHASE AGREEMENT
FOR
2012 Chevrolet Silverado ½ Ton 4x4 Crew Cab Pickup Truck
For Boone County Sheriff**

THIS AGREEMENT dated the 8 day of March 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Putnam Chevrolet**, herein "Vendor."

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 Light Duty Trucks (2012 Chevrolet Silverado ½ Ton 4x4 Crew Cab) in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **3-110901WB**, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are 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 Missouri Department of Transportation Contract 3-110901WB and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following:

• One (1) 2012 Chevrolet Silverado 4x4 Crew Cab Pickup Truck	\$22,989.00
• MO Cooperative Purchasing Agreement delivery	\$400.00
• Option 12A – Towing Package	\$425.00
• Option 12F – Power windows, doors & exterior mirrors	\$534.00
• Option 7 – Carpet Floor with floor mats	\$100.00
 TOTAL	 \$24,448.00

Exterior Color: Mocha Steel

Interior: Cloth

3. **Delivery** - Vendor agrees to deliver vehicle as set forth in the bid documents and within 60 - 90 days after receipt of order. Delivery shall be to Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65201.

4. **Title** – Title in the name of: Boone County Sheriff Department. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

shall govern.

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

ITEM #12 2012 1/2 Ton 4 X 4 Crew Cab Pickup Truck MODOT BID #3-110901WB



Chevrolet Silverado 1500

All unit bids must contain the following options:

1. Standard, V8 4.8L Flexible Fuel 302 HP Engine
2. Automatic 4 speed transmission with 3.42 rear axle ratio
3. Air conditioning
4. LH & RH mirrors
5. Four (4) manufacture standard all season tires plus spare tire and wheel (P265/70R17)
6. Rubber flooring
7. GVWR 7,000 lb
8. Brakes 4-wheel anti-lock braking system (ABS)
9. 5' 8" Bed
10. Speed control and tilt wheel
11. Vinyl seats
12. AM/FM Radio

EACH \$23,389.00*

(* includes \$400 Missouri Cooperative Purchasing Agreement expense, delivered anywhere in the state)

OPTIONAL EQUIPMENT PRICES, Item #12

(please place a check mark in each square for option desired)

- | | | |
|-------------------------------------|--|-----------------|
| <input checked="" type="checkbox"/> | Option 12A Towing Package: includes engine oil, and transmission cooling, Class III frame hitch/receiver and wiring harness for 7 pin plug | \$425.00 |
| <input type="checkbox"/> | Option 12B Exterior paint "Highway Yellow" (Will delay delivery by approximately 60 days) | \$270.00 |
| <input type="checkbox"/> | Option 12C Alternate larger V8 engine (5.3L V8 with 315 HP) | \$1,265.00 |
| <input type="checkbox"/> | Option 12E 2 Factory cab steps Crew Cab | \$429.00 |
| <input checked="" type="checkbox"/> | Option 12F Power windows, doors and exterior mirrors | \$534.00 |
| <input type="checkbox"/> | Option 12G 3.73 Rear Axle Ratio | \$90.00 |
| <input type="checkbox"/> | Option 12H Locking rear differential | \$293.00 |
| <input type="checkbox"/> | Option 12I LT245/70R17 tires in lieu of 4 ply standard P rated tired | \$180.00 |

ADDITIONAL OPTIONS

- | | | |
|-------------------------------------|---|-----------------|
| <input type="checkbox"/> | Option 1 CD Player | \$170.00 |
| <input type="checkbox"/> | Option 2 Deep Tinted Glass | \$200.00 |
| <input type="checkbox"/> | Option 3 Rear Window Defogger | \$175.00 |
| <input type="checkbox"/> | Option 4 Upgrade to 1LT Package includes – chrome wheels, chrome bumpers and grill, power windows, locks and mirrors, custom cloth seat, CD player, body side moldings, deep tinted glass, carpet floor with floor mats, compass and outside temperature display. | \$2,075.00 |
| <input type="checkbox"/> | Option 5 Power locks and keyless entry | \$445.00 |
| <input type="checkbox"/> | Option 6 LS Exterior Package – chrome wheels, chrome front bumper and chrome grill | \$495.00 |
| <input checked="" type="checkbox"/> | Option 7 Carpet Floor with floor mats | \$100.00 |
| <input type="checkbox"/> | Option 8 Spray In Liner (black) | \$475.00 |
| <input type="checkbox"/> | Option 9 Skid plates | \$150.00 |
| <input type="checkbox"/> | Option 10 Keyless entry (when adding power windows and locks, Option 12F) | \$240.00 |
| <input type="checkbox"/> | Option 11 Bucket leather seats – with power driver and passenger seats | \$1,725.00 |
| <input type="checkbox"/> | Option 12 18" Aluminum Wheels | \$510.00 |
| <input type="checkbox"/> | Option 13 Z71 Suspension Package – includes skid plates | \$285.00 |
| <input type="checkbox"/> | Option 14 Interior Convenience Package – power adjustable petals, rear window defrost, rear park assist, Homelink garage remote and remote start | \$810.00 |
| <input type="checkbox"/> | Option 15 All-Star Package – locking differential, dual zone auto climate control, Bluetooth, steering wheel radio controls, CD player, power driver seat, fog lamps, locking and e-z lift tailgate, trailer/tow package and 17" aluminum wheels | \$975.00 |
| <input type="checkbox"/> | Option 16 LT White Diamond paint package – white diamond exterior paint, chrome mirror caps, door handles and body-side moldings | \$1,255.00 |

TOTAL \$24,448.00

Exterior Color mocha Steel

Interior: Cloth or Vinyl (circle one)



Missouri Department of Transportation
Bid Tabulation of Request 3-110901WB Light Duty Vehicles
Multiple Award
ALL VENDORS ALLOW COOP PURCHASES

VENDOR INFORMATION

Name: Don Brown Chevrolet
Contact name: Dave Helterbrand
Address Line: 2244 S. Kingshighway
Address Line: St. Louis, MO 63110
Telephone #: 314-772-1400
Cellular Phone #: NA
Email address: dave@donbrownchevrolet.com

Name: Lou Fusz Ford / Automotive Network
Contact name: Andy Eldridge
Address Line: #2 Caprice Drive
Address Line: Chesterfield, MO 63005
Telephone #: 636-532-9955
Cellular Phone #: 314-662-0055
Email address: andvelderidge@fusz.com

Name: Lou Fusz Automotive
Contact name: Brad Matheny
Address Line: 10950 Page Ave
Address Line: St. Louis, MO 63132
Telephone #: 314-595-2700
Cellular Phone #: 314-565-0112
Email address: bradmatheny@fusz.com

Name: Joe Machens Ford
Contact name: Steve Veltrop, Jr.
Address Line: 1911 West Worley
Address Line: Columbia, MO 65203
Telephone #: 573-445-4411, ext. 119
Cellular Phone #: NA
Email address: sveltropjr@machens.com

Name: Putnam Chevrolet
Contact name: Derek VanLoo
Address Line: 500 W. Buchanan
Address Line: California, MO 65018
Telephone #: 573-796-2131
Cellular Phone #: 573-338-1117
Email address: derekanloo@putnamchevrolet.com

Name: West Bros
Contact name: John Schaefferkoetter
Address Line: PO Box 519
Address Line: Sullivan, MO 63080
Telephone #: 888-468-3178
Cellular Phone #: 573-205-3925
Email address: johns@westbrothers.com

Name: Mike Kehoe Ford
Contact name: Mike Rogers
Address Line: 807 Southwest Blvd
Address Line: Jefferson City, MO 65109
Telephone #: 573-634-4444
Cellular Phone #:
Email address: mikerogers@mikekehoe.com

VENDOR INFORMATION

Name: Shawnee Mission Ford Inc.
Contact name: Jay Cooper
Address Line: 11501 W. Shawnee Mission Parkway
Address Line: Box 3179
Address Line: Shawnee, KS 66203-0179
Telephone #: 913-248-2287
Cellular Phone #: NA
Email address: jay.cooper@shawneemissionford.com

Name: Dave Sinclair Ford Inc.
Contact name: Les Williams
Address Line: 7466 S. Lindbergh
Address Line: St. Louis, MO 63125
Telephone #: 314-892-2600
Cellular Phone #: NA
Email address: lwilliams@davesinclair.com

Name: Gem City Ford
Contact name: Danny Schwartz
Address Line: 5101 Broadway
Address Line: Quincy, IL 62305-3505
Telephone #: 217-222-8700
Cellular Phone #: 217-257-9577
Email address: bpn@gemcityford.com

Name: Capitol City Chrysler
Contact name: Don Bolin
Address Line: 3201 Missouri Blvd
Address Line: Jefferson City, MO 65109
Telephone #: 573-893-5000
Cellular Phone #:
Email address: dbolin@capitolcitycars.com

Name: Blue Springs Ford
Contact name: Mike Hilker
Address Line: 3200 S. Outer Road
Address Line: Blue Springs, MO 64015
Telephone #: 816-229-4400
Cellular Phone #:
Email address: mhilker@bluespringsford.com

Name: Roberts Chevrolet
Contact name: Floyd Smither
Address Line: 1600 E. Prairie View Road
Address Line: Platte City, MO 64079
Telephone #: 800-300-3575
Cellular Phone #:
Email address: fleet@robertschevroletbuick.com



Missouri Department of Transportation
Bid Tabulation of Request 3-110901WB Light Duty Vehicles

% Discount off MSRP for all Data Book or Pricing Guide Options

Vendor	% MSRP Discount
Don Brown Chevrolet	10%
Lou Fusz Ford	7%
Lou Fusz Automotive	0%
Joe Machens Ford	5%
Putnam Chevrolet	10%
Shawnee Mission Ford Inc.	10%
Dave Sinclair Ford Inc.	10%
Blue Springs Ford	N/A
West Brothers Chrysler	5%
West Brothers Chevrolet	5%
West Brothers Ford	9 - 9.5%
Roberts Chevrolet	12%
Mike Kehoe Ford	0%
Gem City Ford	5%
Capitol Chrysler	2%



**Missouri Department of Transportation
3-110901WB Light Duty Vehicles**

Multiple Award

2012 Model Year

Item Description

- ITEM # 1** - New standard equipped **2012 Mid-Size 4 X 2 Regular Cab**
- ITEM # 2** - New standard equipped **2012 Mid-Size 4 X 2 Extended Cab**
- ITEM # 3** - New standard equipped **2012 Mid-Size 4 X 2 Crew Cab**
- ITEM # 4** - New standard equipped **2012 Mid-Size 4 X 4 Regular Cab**
- ITEM # 5** - New standard equipped **2012 Mid-Size 4 X 4 Extended Cab**
- ITEM # 6** - New standard equipped **2012 Mid-Size 4 X 4 Crew Cab**
- ITEM # 7** - New standard equipped **2012 Half-Ton 4 X 2 Regular Cab Pickup**
- ITEM # 8** - New standard equipped **2012 Half-Ton 4 X 2 Extended Cab Pickup**
- ITEM # 9** - New standard equipped **2012 Half-Ton 4 X 2 Crew Cab Pickup**
- ITEM # 10** - New standard equipped **2012 Half-Ton 4 X 4, Regular Cab Pickup**
- ITEM # 11** - New standard equipped **2012 Half-Ton 4 X 4 Extended Cab Pickup**
- ITEM # 12** - New standard equipped **2012 Half-Ton 4 X 4 Crew Cab Pickup**
- ITEM # 13** - New standard equipped **2012 Sport Utility Vehicle 4 X 2**
- ITEM # 14** - New standard equipped **2012 Sport Utility Vehicle 4 X 4**
- ITEM # 15** - New standard equipped **2012 Sport Utility Vehicle 4 X 2**

ITEM # 16 - New standard equipped **2012 Sport Utility Vehicle 4 X 4**

ITEM # 17 - New standard equipped **2012 7- Passenger Extended Mini-Van, Alternative Fuel**

ITEM # 18 - New standard equipped **2012 Mid Size 4-Door Sedan, Alternative Fuel**

ITEM # 19 - New standard equipped **2012 Mid Size 4-Door Sedan, Gas Engine**

ITEM # 20 - New standard equipped **2012 Mid Size 4-Door Sedan, Hybrid Engine**

ITEM # 21 - New standard equipped **2012 Full Size 4-Door Sedan, Alternative Fuel**

ITEM # 22 - New standard equipped **2012 Full Size 4-Door Sedan, Gas Engine**



Missouri Department of Transportation
 Bid Tabulation of Request 3-110901WB Light Duty Vehicles
 Multiple Award

ITEM # 12 - New standard equipped 2012 Half-Ton 4 X 4 Crew Cab Pickup
Options A-I apply. See Options Tab for details.

Vendor	Make/Model	GVWR	GAS MPG		RUEL CAP	OIL CAP	BASE PRICE	Option Pricing								Bid ARO (days)	
			CITY	HWY				12A	12B	12C	12D	12E	12F	12G	12H		12I
Don Brown Chevrolet	CHEVROLET SILVERADO	7000	13 GAS 11 E85	18 GAS 14 E85	26	6	\$23,484.00	\$499.00	\$0.00	\$770 5.3 315HP	NA	\$495.00	\$563.00	\$0 3.08	\$296 3.42	\$190 LT 245/70R17	80
Putnam Chevrolet	CHEVROLET SILVERADO	7000	14 GAS 11 E85	19 GAS 15 E85	26	6	\$22,989.00	\$425.00	\$270.00	\$1265 5.3L 315HP	NA	\$429.00	\$534.00	\$90 3.73	\$293 Any	\$180 LT 245/70R17	60-90
Lou Fusz Ford	FORD F150	7350					\$24,839.00	\$375.00	\$0.00	NA	NA	\$250.00	INC	NA	\$470.00	\$300.00	80-120
Joe Machens Ford	FORD F150	7350	14 GAS 10 E85	19 GAS 14 E85	36	7.7	\$24,643.00	\$325.00	NA	NA	\$716 3.5L 365HP	\$200.00	INC	NA	\$376 3.55	\$240 LT245/75R17E	60-90
Shawnee Mission Ford Inc.	FORD F150	7350	14 GAS 10 E85	19 GAS 14 E85	36	7.7	\$24,661.00	\$311.00	NC	NA	\$743 3.5L 365HP	\$208.00	INC	NA	\$390 3.55	\$249 LT245/75R17E	90-120
Dave Sinclair Ford Inc.	FORD F150	7350	14 GAS 10 E85	19 GAS 14 E85	36	7.7	\$24,862.00	\$311.00	NC (have to specify)	NA	\$716 3.5L 365HP	\$208.00	INC	NA	\$390 3.55	\$249 LT245/75R17E	60-90
Lou Fusz Automotive	GMC SIERRA	7000					\$22,931.00	\$445.00	\$100.00	\$825 5.3 V8 315HP	NA	\$485.00	\$583.00	\$0 3.42	\$325 3.42	\$200 LT245/70R17	50-80
Blue Springs Ford	FORD F150	7350	14 GAS 10 E85	19 GAS 14 E85	36	7.7	\$26,087.00	\$375.00	NA	NA	NA	\$500.00	INC	\$470 3.55	NA	NA	120
West Bros Chevrolet	CHEVROLET SILVERADO	7000	14	19	26		\$23,537.40	\$378.25	\$255.00	NA	NA	\$420.75	\$504.05	NA	\$276.25	NA	50
West Bros Chrysler	DODGE 1500	6600	13 GAS 13 E85	19 GAS 19 E85	32	6	\$21,351.00	\$285.00	NA	\$1114 5.7 390HP	NA	\$557.00	INC	\$43 3.82	\$276 3.55	NA	90-120
Mike Kehoe Ford	FORD F150	7350	10 GAS 10 E85	14 GAS 14 E85	36	8	\$24,586.00	\$325.00	NC	NA	\$743 3.5L 365HP	\$208.00	INC	NA	\$390 3.55	NA	60-90
Gem City Ford	FORD F150	7350	14	19	36	7.7	\$25,500.00	\$315.00	NC	NA	\$750 3.5L 365HP	\$215.00	INC	NA	\$395 3.55	\$250 245/70/17	90
Capitol Chrysler	DODGE 1500	6800	13 GAS 13 E85	18 GAS 18 E85	26	6	\$20,377.00	\$285.00	NA	\$1114 5.7 390HP	NA	\$557.00	INC	\$43 3.82	\$276 3.55	\$213 LT275/70R17E	90-120
Roberts Chevrolet	CHEVROLET SILVERADO	7000	13	18	26	6	\$23,019.00	\$379.00	NC (Whaatlend yellow)	\$702 5.3L 315HP	NA	\$421 3" chrome tubes	\$505.00	NC 3.42	\$277 3.42	\$170 LT245/70R17	45-100

West Bros Ford

NO BID



Missouri Department of Transportation
Bid Tabulation of Request 3-110901WB Light Duty Vehicles
Multiple Award

****See each Bid Tab Item Page to see what options apply to that Item.**

ITEM # 12 - New standard equipped **2012 Half-Ton 4 X 4 Crew Cab Pickup**

All units must contain the following options:

Standard 4.6 L 8 cylinder gas engine
Manufacturer's standard rear end axle ratio
Automatic transmission
Air conditioning
LH & RH exterior mirrors
Tires:(4) manufacturer's standard all season, plus full size spare and wheel
Rubber flooring
Minimum GVWR 6,000 LB
Long Bed – 8ft.
Brakes 4-wheel anti-lock braking system (ABS)
Speed control and tilt wheel
Vinyl seats

Optional Equipment

- Towing Package: Manufacturer's Standard to include heavy duty charging, engine oil, and transmission cooling, Class III frame hitch/receiver and 4 pin wiring installed plus wiring harness for 7 pin.**
- Option 12A:** oil, and transmission cooling, Class III frame hitch/receiver and 4 pin wiring installed plus wiring harness for 7 pin.
- Option 12B:** Exterior color to be Federal Standard #595B "Highway Yellow"
- Option 12C:** Alternate larger V8 gas engine
- Option 12D:** Alternate smaller V6 gas engine
- Option 12E:** 2 Full-length factory cab steps or running boards (One on Drivers side, one on Passenger side)
- Option 12F:** Power Windows and Door Locks
- Option 12G:** Optional Rear Axle Ratio
- Option 12H:** Limited Slip Rear Axle Axle Ratio
- Option 12I:** LT. 6 ply. tires in lieu of 4 ply.standard tires



Search - Current Exclusions

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- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

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- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

**Firm, Entity, or Vessel : putnam chevrolet
State : MISSOURI**

**As of 17-Feb-2012 12:12 PM EST
Save to MyEPLS**

Your search returned no results.

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Resources

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- > FAQ
- > Acronyms
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- > System for Award Management (SAM)

Reports

- > Advanced Reports
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Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 8th day of March 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of Department of Transportation Cooperative Contract: 3-110929WB – Chevrolet Silverado Extended Cab 4x4 Pickup Truck for Facilities Maintenance with Putnam Chevrolet. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of March, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent _____
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

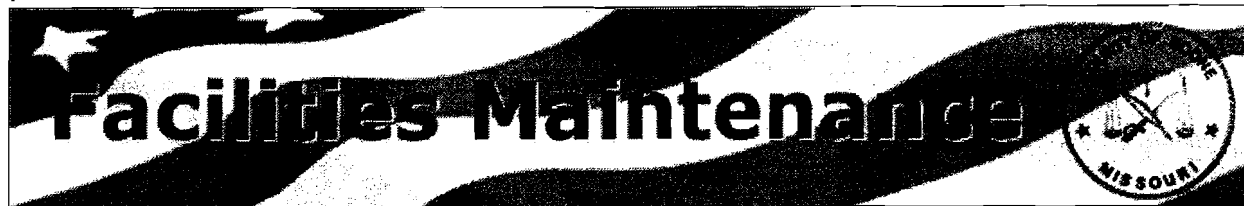
COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: February 22, 2012
RE: Cooperative Contract: *3-110929WB – Chevrolet Silverado Extended Cab 4x4 Pickup Truck for Facilities Maintenance*

Purchasing and the Facilities Maintenance Department request permission to utilize the Missouri Department of Transportation cooperative contract *3-110929WB* to purchase a Chevrolet Silverado 2500 Extended Cab 4x4 Pickup Truck from Putnam Chevrolet of California, Missouri.

Total cost of contract is \$25,035.00 and will be paid from department 6100 – Facilities Maintenance, account ~~92400~~ – Auto / Trucks. ~~\$21,500~~ was budgeted for this vehicle.

cc: Contract File
Bob Davidson, Facilities



Bob Davidson, Manager
613 E. Ash Street, Room 107, Columbia MO 65201 Phone (573) 886-4400

Jody Moore, Admin. Assistant
Fax (573) 886-4402

February 17, 2012

To: Melinda Bobbitt
From: Bob Davidson

RE: 2012 Pick-up Truck Purchase-State Bid

The Facility Maintenance Department (6100) recommends purchasing a 2012 Model 4WD Extended Cab Three-Quarter (3/4) Ton Pick-up Truck off of MoDot Bid #3-110929WB Medium Duty Vehicles, Item #5. The bid has multiple vendor awards. Putnam Chevrolet had the lowest cost with the desired options and provides the equipment that best fits the Department's needs. Below is a summary of the base cost and options costs requested:

MoDot Base Price Item # 5: \$23,158.00

MoDot Options:

5E	(Power windows and door locks)	\$ 900.00
5F	(Optional rear axle ratio)	\$ 90.00
5G	(Limited slip rear axle ratio)	\$ 293.00
5H	(6 ½ foot bed in lieu of 8 foot bed)	- \$ 166.00
5I	(Commercial grade spray on bed lining to be applied on floors, sides, front, tailgate and top of rail)	\$ 475.00

Dealer Options:

Option 7 (Snow Plow Prep Package) \$ 285.00

Exterior Color: White

Total of bid base price, MoDot and Dealer options: \$25,035.00

The amount budgeted for the vehicle in the 2012 budget is \$~~28~~⁷,500.00.

**PURCHASE AGREEMENT
FOR
2012 Chevrolet Silverado 3/4 Ton 4x4 Extended Cab Pickup Truck
for Facilities Maintenance Department**

THIS AGREEMENT dated the 8 day of March 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Putnam Chevrolet**, herein "Vendor."

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 Medium Vehicles (2012 Chevrolet Silverado 3/4 Ton 4x4 Extended Cab) in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **3-110929WB**, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are 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 Missouri Department of Transportation Contract 3-110929WB and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following:

- | | |
|---|-------------|
| • One (1) 2012 Chevrolet Silverado 2500 4x4 Extended Cab Pickup Truck | \$22,758.00 |
| • MO Cooperative Purchasing Agreement delivery | \$400.00 |
| • Option 5E – Power windows and power door locks | \$900.00 |
| • Option 5F – 4.10 rear axle ration in lieu of 3.73 | \$90.00 |
| • Option 5G – Locking Rear Differential | \$293.00 |
| • Option 5H – 6 1/2' bed in lieu of 8' bed | (\$166.00) |
| • Option 5I – Spray in commercial bed liner - pickup | \$475.00 |
| • Option 7 – Snow Plow Prep Package – gas engine | \$285.00 |

TOTAL	\$25,035.00
-------	-------------

Exterior Color: White
Interior: Cloth

3. **Delivery** - Vendor agrees to deliver vehicle as set forth in the bid documents and within 60 - 90 days after receipt of order. Vehicle is for Boone County Facilities Maintenance department and should be delivered to Boone County Public Works, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO 65201. Phone: (573) 449-8515.

4. **Title** – Title in the name of: Boone County Facilities Maintenance. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. 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 Vendor, 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. **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.

PUTNAM CHEVROLET

by D. V. L.
title Commercial Sales Mngr.

BOONE COUNTY, MISSOURI

by: Boone County Commission
 Daniel K. Atwill
Daniel K. Atwill, 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.)

 Jane E. Pitchford
Signature by [Signature]

 2/24/12
Date

6100-92360 - \$25,035.00
Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

shall govern.

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

ITEM #5 2012 3/4 Ton 4WD Extended Cab Pickup Truck MODOT BID # 3-110929WB

Chevrolet 2500 Silverado Extended Cab

All units contain the following options:

1. Standard, 6.0L, V8 Fuel-Injected 360 HP Gasoline Engine
- 2. Transmission, 6 speed automatic with 3.73 rear axle ratio
3. Air conditioning
4. LH & RH manual mirrors
5. Spare tire and wheel (LT245/75R17E All season tread)
6. Rubber flooring
7. 9,900 lbs. GVWR
8. Heavy-duty (Type III) trailer package to include receiver hitch
9. 8' Bed
10. Brakes, 4-wheel anti-lock braking system (ABS)
11. Speed control and tilt wheel
12. Vinyl seats
13. AM/FM Radio



EACH \$23,158.00*

(* includes \$400 Missouri Cooperative Purchasing Agreement expense, delivered anywhere in the state)

OPTIONAL EQUIPMENT PRICES, Item #5

(please place a check mark in each square for option desired)

<input type="checkbox"/>	Option 5B	Exterior Paint "Highway Yellow"	Pickup	\$270.00	Utility Body	\$500.00
<input type="checkbox"/>	Option 5C	Standard diesel engine in lieu of gasoline engine (6.6L, 397HP)				\$7,575.00
<input type="checkbox"/>	Option 5D	2 Full length cab steps or running boards				\$389.00
<input type="checkbox"/>	Option 5E	Power windows and power door locks				\$900.00
<input type="checkbox"/>	Option 5F	4.10 rear axle ratio in lieu of 3.73				\$90.00
<input type="checkbox"/>	Option 5G	Locking Rear Differential				\$293.00
<input type="checkbox"/>	Option 5H	6 and 1/2 foot bed in lieu of 8 foot bed				(\$166.00)
<input type="checkbox"/>	Option 5I	Spray in commercial bed liner	Pickup			\$475.00
			Utility Body			\$700.00
<input type="checkbox"/>	Option 5J	Electric Trailer Brake Controller				Included with tow package \$180.00 with option 5L or 5N (\$565.00)
<input type="checkbox"/>	Option 5K	Pickup bed delete				
<input type="checkbox"/>	Option 5L	8' platform (flatbed) with bulkhead	Knapheide			\$2350.00
			Steelweld			\$3249.00
<input type="checkbox"/>	Option 5N	Utility Body	Knapheide			\$4745.00
			Steelweld			\$4754.00
<input type="checkbox"/>	Option 5O	Utility tool body 3 section, tempered steel telescopic sliding roof and two-piece rigid aluminum endgate cover to protect cargo area from weather and theft	Knapheide			\$1670.00
			Steelweld			\$1144.00
<input type="checkbox"/>	Option 5P	Heavy Duty Class V receiver hitch and seven pin plug – if needed with platform or utility body	Knapheide			\$495.00
			Steelweld			\$328.00

ADDITIONAL OPTIONS

<input type="checkbox"/>	Option 1	CD Player				\$170.00
<input type="checkbox"/>	Option 2	On/off road tires				\$200.00
<input type="checkbox"/>	Option 3	Rear window defogger				\$175.00
<input type="checkbox"/>	Option 4	Skid plate package (4wd model only)				\$150.00
<input type="checkbox"/>	Option 5	Power extending camper mirrors (must have power windows & locks, option 5E)				\$243.00
<input type="checkbox"/>	Option 6	Non-power camper mirrors				\$70.00
<input type="checkbox"/>	Option 7	Snow Plow Prep Package – available with 4 wheel drive	Gas Engine			\$285.00
			Diesel Engine			\$495.00
<input type="checkbox"/>	Option 8	160 amp Alternator in lieu of 125 amp alternator for gasoline engine				\$75.00
<input type="checkbox"/>	Option 9	Dual 125 amp alternator in lieu of single 125 amp alternator for diesel engine				\$270.00
<input type="checkbox"/>	Option 10	Chrome Steel Wheels				\$310.00
<input type="checkbox"/>	Option 11	Deep tinted back glass				\$200.00
<input type="checkbox"/>	Option 12	Upgrade to 1LT Package – includes: power windows, locks, mirrors, keyless entry, deep tinted rear glass, body-side moldings, aluminum wheels, premium cloth seat, carpet floor with rubber mats, compass and outside temperature, CD player and push button 4WD				\$3,665.00
<input type="checkbox"/>	Option 13	Back-Up Alarm				\$185.00
<input type="checkbox"/>	Option 14	Bluetooth for phone – includes CD player, steering wheel radio controls and 6 months of ONStar				\$695.00

TOTAL \$ 25035.00

Exterior Color White

Interior Cloth or Vinyl (circle one)

The following items were commonly purchased by district bidding.
 Options showing average retail and MODOT discounted price.

- *** Items 1-8 are pick ups. Platform specification E-1320 is too much body in cost and weight for these trucks.
 Alternate bid is listed in base bid without bid to E-1320 specifications.
 Refer to: 1K, 2L, 3L, 4K, 5L, 6L bid optional body only; 9A, 10A, 11A, 12A, 13A, 16AA bid to specification and option-dual bid.
- *** Specification E-1335 (Dump) is out of date with respect to current design. Included in base bid is pricing to E-1320 specification and an alternate bid for current design for medium duty trucks.
 Refer to: 9D, 10D and 13D

01 Platforms bid as options to in lieu of E1320:


PGNB-838 Single rear wheel with 56" cab to axle
 PGNB-83 Dual rear wheel with 56" cab to axle
 PGNB-93 Dual rear wheel with 60" cab to axle
 PGNB-113 Dual rear wheel with 84" cab to axle

Includes bulkhead, bulkhead lights, goose ball and NO rear hitch
 Includes bulkhead, bulkhead lights, goose ball, receiver hitch
 Includes bulkhead, bulkhead lights, goose ball, receiver hitch
 Includes bulkhead, bulkhead lights, goose ball, receiver hitch

Comparison:

	E-1320	Knap PGNB
8 ft for single rear wheel		
Plat 8' srw	\$ 3,180	\$ 2,350
Bulkhead	\$ 890	Included
Hitch	\$ 495	\$ 495
Total Cost	\$ 4,565	\$ 2,845
weight/lbs	930	695

	E-1320	Knap PGNB
9 ft for single rear wheel		
Plat 9' DRW	\$ 3,250	\$ 2,500
Bulkhead	\$ 890	Included
Hitch	\$ 495	Included
BH Lights	NA	Included
	4635	2500
weight lbs	1139	983



Shown: PGNB 93 Platform
 Bulkhead
 Lights in bulkhead
 Receiver Hitch
 11 ft Model available
 84" Cab to Axle

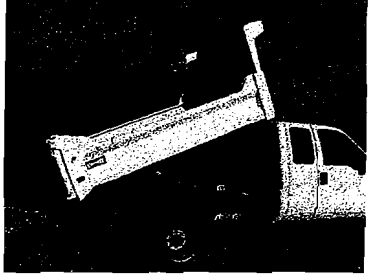
02 Dump body E-1335
 Capacity is 8.6 tons.

Major difference is channel understructure vs. crossmemberless compared to E-1335.

Optional body bid has superior specifications in all areas of construction compared to E-1335

Available in 9 ft and 11 ft.
 Drop sides are also available.

Sides are 12" with optional 16" available.



03 Snow Plows: Western/Fischer Pro Plus Models
 With standard electric / hydraulic power

		Average Retail	MODOT Discounted
Items 1-6; 7-8 srw	IUTP76	\$ 5,100	\$ 4,700
Items 7-8 srw	IUTP80	\$ 5,200	\$ 4,800
Items 7-8 drw; 13-16	IUTP85	\$ 5,300	\$ 4,900
Items 13-16	IUTPP90	\$ 5,600	\$ 5,300
Hydraulics Deduct	Credit	\$ 900	\$ 860

04 Lift Gate for Pick Up or Service Body

1300 lbs	Cable lift	\$ 2,053.00	\$ 1,950.00
1300 lbs	Cylinder lift	\$ 2,213.00	\$ 2,105.00
Optional 11" added to platform		\$ 173	\$ 160

05 Amber Warning Lights

LED 15" Mini Bar-Permanent Mount	ECCO 5580 CAA	\$ 230	\$ 180
Install with switch at dash		\$ 140	\$ 140
	Total Installed	\$ 370	\$ 320
Magnet/vacuum mount w/chord	ECCO 5580 CA-VM	\$ 270	\$ 240



**Missouri Department of Transportation
Bid Tabulation of Request 3-110929WB Medium Duty Vehicles**

Item #5 New standard equipped 2012 or Newer Model 4WD Extended Cab 3/4 Ton Pickup

See Options Tab for details.

Bidder	Make/Model	Gross Weight	Wheelbase	Axles	MSRP	5A	Option Pricing														Std. ARC (Days)		
							5B	5C	5D	5E	5F	5G	5H	5I	5J	5K	5L	5M	5N	5O		5P	
Putnam Chevrolet	Chevrolet Silverado 2500	9500	36	6	\$22,758	NA	\$270 Pickup \$500 Utility Body	\$7,575 6.6L 397hp	\$388	\$900	\$90 4.10	\$293 Any	-\$166	\$475 Pickup \$700 Utility Body	INC w/ Tow Package	-\$565	\$2350 Knapheide PG838	INC w/ Option 5L	\$4745 Knapheide 698J	\$1,670	\$495	60-90	
Putnam Chevrolet	Chevrolet Silverado 2500	9500	36	6	\$22,758	NA	\$270 Pickup \$279 Utility Body	\$7,575 6.6L 397hp	\$388	\$900	\$90 4.10	\$293 Any	-\$166	\$475 Pickup	INC w/ Tow Package \$180 w/ Option 5L or 5N	-\$565	\$2659 Steelweld S96FB	\$590	\$4754 Steelweld S96SS	\$1,144	\$328	60-90	
Joe Machens Ford	Ford F250	10000	35	7	\$22,133	NA	No Charge for Truck \$500 w/ Body	\$6269 6.7L 400hp	\$296	\$716	NA	\$312 3.73 Locking	-\$165	\$400 Pickup \$700 Utility Body	\$184	No Charge	\$2350 Knapheide PG838	INC w/ Option 5L	\$4745 Knapheide 696J	\$1,670	\$495	90-120	
West Brothers Chevrolet	Chevrolet Silverado 2500	9500	36	6	\$23,353	NA	NA	\$7135.75 6.6L 397hp	\$420.75	\$848.15	\$85 4.10	\$276.25	-\$183.29	\$335.00	\$175.00	-\$565.25	\$2350 Knapheide PG838	In Body	\$4745 Knapheide 698J	\$1,670.00	\$495.00	80-90	
Capitol City Machens Ford	Ford F250	10000	35	6	\$22,106	NA	No Charge for Truck \$500 w/ Body	\$6503269 6.7L 400hp	\$307	\$743	NA	\$324 3.73	-\$165	\$450	\$191	-\$274	\$2350 Knapheide PG838	INC	\$4745 Knapheide 896J	\$1,670	\$495	60-90	
Dave Sinclair Ford	Ford F250	10000	35	6	\$22,285	NA	No Charge for Truck \$500 w/ Body	\$6269 6.7L 400hp	\$307	\$743	NC diesel only 3.31	\$324 3.73 or 4.30 gas	-\$170	\$374 Pickup \$700 Utility Body	\$191	-\$264	\$2350 Knapheide PG838	INC	\$4745 Knapheide 696J	\$1,670	\$495	60-90	
Gem City Ford	Ford F250	10000	35	6	\$22,950	NA	No Charge for Truck \$500 w/ Body	\$6500 6.7L 350hp	\$307	\$745	NA	\$325 3.73	-\$175	\$500	\$190	-\$275	\$2350 Knapheide PG838	INC	\$4745 Knapheide 696J	\$1,670	\$495	80-90	
Shawnee Mission Ford	Ford F250	10000	35	6	\$22,156	NA	No Charge for Truck \$500 w/ Body	\$6503 6.7L 400hp	\$307	\$743	NA	\$324 3.73 gas, 3.31 diesel	-\$150	\$465 Pickup \$700 Utility Body	\$191	-\$230	\$2400 Knapheide PG838	INC	\$4800 Knapheide 698J	\$1,670	\$495	90-120	
Blue Springs Ford	Ford F250	10000	35	6	\$24,904	NA	NA	\$7835 6.7L 400hp	\$500	\$895	\$390 3.73	NA	-\$170	\$500	\$230	-\$519	NA	NA	NA	NA	NA	NA	120
Don Brown Chevrolet	Chevrolet Silverado 2500	9500	36	6	\$22,812	NA	\$274.00	\$7,234 6.6L 397hp	\$440	\$890	\$93 4.10	\$293 3.73	\$0	\$490	INC w/ Tow Package	-\$817	\$2825 Omaha Standard	\$565	\$5950 Omaha 96V	\$1,075	\$825	80	
Capitol City Chrysler	NO BID																						
West Brothers Dodge	NO BID																						



**Missouri Department of Transportation
Bid Tabulation of Request 3-110929WB Medium Duty Vehicles
Multiple Award**

VENDOR INFORMATION

Name: Putnam Chevrolet
Contact name: Derek VanLoo
Address Line: 500 W. Buchanan
Address Line: California, MO 65018
Telephone #: 573-796-2131
Cellular Phone #: 573-338-1117
Email address: derekvantoo@putnamchevrolet.com

Name: Joe Machens Ford
Contact name: Steve Veltrop, Jr.
Address Line: 1911 West Worley
Address Line: Columbia, MO 65203
Telephone #: 573-445-4411, ext. 119
Cellular Phone #: NA
Email address: sveltropir@machens.com

Name: West Brothers
Contact name: John Schaefferkoetter
Address Line: #3 North Service Rd.
Address Line: Sullivan, MO 63080
Telephone #: 888-468-3178
Cellular Phone #: 573-205-3925
Email address: johns@westbrothers.com

Name: Capitol City Machens Ford Lincoln
Contact name: Mike Rogers
Address Line: 807 Southwest
Address Line: Jefferson City, MO 65109
Telephone #: 573-634-4444
Cellular Phone #: 573-694-1823
Email address: mikerogers@mikekehoe.com

Name: Dave Sinclair Ford Inc.
Contact name: Les Williams
Address Line: 7466 S. Lindbergh
Address Line: St. Louis, MO 63125
Telephone #: 314-892-2600
Cellular Phone #: NA
Email address: williams@davesinclair.com

VENDOR INFORMATION

Name: Gem City Ford Lincoln Mercury
Contact name: Danny Schwartz
Address Line: 5101 Broadway St.
Address Line: Quincy, IL 62305
Telephone #: 800-647-5475
Cellular Phone #: 217-257-9577
Email address: bpn@gemcityford.com

Name: Don Brown Chevrolet
Contact name: Dave Helderbrand
Address Line: 2244 S. Kingshighway
Address Line: St. Louis, MO 63110
Telephone #: 314-772-1400
Cellular Phone #: NA
Email address: dave@donbrownchevrolet.com

Name: Blue Springs Ford
Contact name: Mike Hilker
Address Line: 3200 S Outer Road
Address Line: Blue Springs, MO 64015
Telephone #: 816-229-4400
Cellular Phone #: NA
Email address: mhilker@bluespringsford.com

Name: Shawnee Mission Ford Inc.
Contact name: Jay Cooper
Address Line: 11501 W. Shawnee Mission Parkway
Address Line: Box 3179
Telephone #: Shawnee, KS 66203-0179
Cellular Phone #: 913-248-2287
Email address: jay.cooper@shawneemissionford.com

Name: Capitol City Chrysler
Contact name: Don Osborn
Address Line: 3201 Missouri Blvd
Address Line: Jefferson City, MO 65109
Telephone #: 573-893-5000
Cellular Phone #: NA
Email address: dosborn@capitolcitycars.com



**Missouri Department of Transportation
Bid Tabulation of Request 3-110929WB Medium Duty Vehicles**

% Discount off MSRP for all Data Book or Pricing Guide Options

Vendor	% MSRP Discount
Putnam Chevrolet	3%
Joe Machens Ford	5%
West Brothers Dodge	0%
West Brothers Chevrolet	10%
Capitol City Machens	0%
Dave Sinclair Ford	10%
Gem City Ford Lincoln Mercury	5%
Don Brown Chevrolet	5%
Blue Springs Ford	0%
Shawnee Mission Ford	10%
Capitol City Chrysler	2%



**Missouri Department of Transportation
Bid Tabulation of Request 3-110929WB Medium Duty Vehicles
Item Description**

DRW= Dual Rear Wheels

CA = Cab to Axle

ITEM # 1 - New standard equipped **2012 or Newer Model 2WD Regular Cab ¾ Ton Pickup.**

ITEM # 2 - New standard equipped **2012 or Newer Model 2WD Extended Cab ¾ Ton Pickup.**

ITEM # 3 - New standard equipped **2012 or Newer Model 2WD Crew Cab ¾ Ton Pickup.**

ITEM # 4 - New standard equipped **2012 or Newer Model 4WD Regular Cab ¾ Ton Pickup.**

ITEM # 5 - New standard equipped **2012 or Newer Model 4WD Extended Cab ¾ Ton Pickup.**

ITEM # 6 - New standard equipped **2012 or Newer Model 4WD Crew Cab ¾ Ton Pickup.**

ITEM # 7 - New standard equipped **2012 or Newer Model 2WD Regular Cab 1 Ton Pickup with Dual Rear Wheels.**

ITEM # 8 - New standard equipped **2012 or Newer Model 4WD Regular Cab 1 Ton Pickup with Dual Rear Wheels.**

ITEM # 9 - New standard equipped **2012 or Newer Model 1 Ton 2WD Regular Chassis-Cab with DRW and 60" CA**

ITEM # 10 - New standard equipped **2012 or Newer Model 1 Ton 4WD Regular Chassis-Cab with DRW and 60" CA**

ITEM # 11 - New standard equipped **2012 or Newer Model 1 Ton 2WD Regular Chassis-Cab with DRW and 84" CA**

ITEM # 12 - New standard equipped **2012 or Newer Model 1 Ton 4WD Regular Chassis-Cab with DRW and 84" CA**

ITEM # 13 - New standard equipped **2012 or Newer Model 15,000 LB. GVWR Chassis-Cab with DRW and 60" CA.**

ITEM # 14 - New standard equipped **2012 or Newer Model 15000 LB. GVWR Chassis-Cab with DRW and 84" CA.**

ITEM # 15 - New standard equipped **2012 or Newer Model 17,500 LB. GVWR Chassis-Cab with DRW and 60" CA**

ITEM # 16 - New standard equipped **2012 or Newer Model 17,500 GVWR Chassis-Cabs with DRW and 84" CA**

ITEM # 17 - New standard equipped **2012 or Newer 2WD Model Carryalls.**

ITEM # 18 - New standard equipped **2012 or Newer 4WD Model Carryalls.**

ITEM # 19 - New standard equipped **2012 or Newer Model 15 Passenger Van**



**Missouri Department of Transportation
Bid Tabulation of Request 3-110929WB Medium Duty Vehicles
Multiple Award**

ITEM #5 - New standard equipped 2012 or Newer Model 4WD Extended Cab ¾ Ton Pickup.

All units contain the following standard options

Standard, minimum V8 fuel-injected gasoline engine
Manufacturer's standard rear end axle ratio
Automatic transmission
Air conditioning
LH & RH manual mirrors
Tires:(4) manufacturer's standard all season, plus full size spare and wheel
Minimum GVWR 8,600 lbs
Heavy-duty (Type III) trailer package to include receiver hitch
8' bed
Brakes, 4-wheel anti-lock braking system (ABS)
Speed control and tilt wheel
Rubber flooring
Vinyl seats

Optional Equipment

- Option 5A:** Heavy-duty manual transmission in lieu of automatic transmission
- Option 5B:** Exterior color to be Federal Standard #595B "Highway Yellow"
- Option 5C:** Standard diesel engine in lieu of gasoline engine
- Option 5D:** 2 Full length cab steps or running boards. (one on drivers side, one on passenger side)
- Option 5E:** Power windows and power door locks
- Option 5F:** Optional rear axle ratio
- Option 5G:** Limited slip rear axle ratio
- Option 5H:** 6-1/2 foot bed in lieu of 8 foot bed
- Option 5I:** Commercial grade spray on bed lining to be applied on floors, sides, front, tailgate and top of rail
- Option 5J:** Electric trailer brake controller
- Option 5K:** Bed delete (cab & chassis with spare wheel and tire, no receiver hitch)
- Option 5L:** Mounted 8' platform body meeting Specification E1320
- Option 5M:** Permanently installed bulkhead to fit truck application (minimum requirement to top of cab)
- Option 5N:** Mounted standard utility tool body
- Option 5O:** Utility tool body 3 section, tempered steel telescopic sliding roof and two-piece rigid aluminum end gate cover to protect cargo area from weather and theft
- Option 5P:** Heavy-duty , Class V (2 1/2" square tube) receiver trailer hitch. Includes an adapter to reduce to 2" (Class III/IV) and a seven-wire RV style trailer plug (needed if ordering bed delete, Option 5K)

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : putnam chevrolet
State : MISSOURI

As of 17-Feb-2012 4:54 PM EST

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 8th day of March 20 12


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

Now on this day the County Commission of the County of Boone does hereby approve the request to dispose of the attached list of surplus PC and peripheral equipment through Mid-MO Recycling.

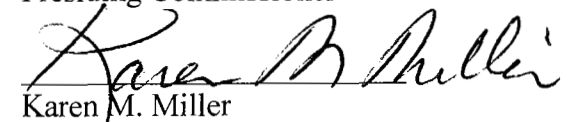
Done this 8th day of March, 2012

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent _____
Skip Elkin
District II Commissioner

Boone County Purchasing

David Eagle
Office Specialist




613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4394

TO: Boone County Commission
FROM: David Eagle
RE: Computer and Peripheral Surplus Disposal
DATE: February 28, 2012

The Purchasing Departments requests permission to dispose of the following list of surplus PC & Peripheral equipment through Mid-MO Recycling. Mid-MO Recycling will pick up our surplus on pallets for no charge. They are a State of Missouri, DNR Level One recycling center. No computer items are land-filled. Purchasing will obtain a Certificate of Destruction, and we will let them know that we want everything recycled, not reused so nothing ends up in the landfill.

Mid-Mo Recycling certifies that they have picked up the following items and that all items will be recycled, not reused, so nothing ends up in the landfill.

Signature: 

Date: 3/8/12

	Asset #	Description	Make	Model	Condition of Asset	Serial #
1.	15502	PC	HP	DC5100 SPT	UNKNOWN	
2.	15001	PC	HP	DC5000	UNKNOWN	
3.	14439	PC	HP	D22NT	UNKNOWN	
4.	14940	PC	HP	DC5000	UNKNOWN	
5.	14939	PC	HP	DC5000	UNKNOWN	
6.	16234	PC	UP	DC5100 SFF	UNKNOWN	
7.	13004	PC	COMPAQ	DESKTOP PRO EN	UNKNOWN	

8.	12974	PC	COMPAQ	DESKTOP PRO EN	UNKNOWN	
9.	15511	PC	HP	DC5100 SPT	UNKNOWN	
10.	14933	PC	HP	DC5000	UNKNOWN	
11.	8679	UPS	SMART	600	UNKNOWN	
12.	NO TAG	LCD MONITOR	NEC	MULTISYNC	UNKNOWN	
13.	NO TAG	LCD MONITOR	ACER	1715	UNKN OWN	
14.	NO TAG	LCD MONITOR	VISION	EZ 17F	UNKNOWN	
15.	NO TAG	BOX OF POWER CABLES / VIDEO CABLES			UNKNOWN	
16.	NO TAG	BOX OF OLD KEYBOARDS AND MICE			UNKNOWN	
17.	NO TAG	VIDEO MONITOR	PHIILLIPS		UNKNOWN	
18.	12109	FAX	CANON	CFXL3500	UNKNOWN	
19.	14333	19" LCD MONITOR	SHARP	LLT19D1-B	UNKNOWN	
20.	14286	19" LCD MONITOR	SHARP	LLT19D1-B	UNKNOWN	
21.	NO TAG	PRINTER	HP	OFFICE JET 6110	UNKNOWN	
22.	16441	FAX	BROTHER	4100E	UNKNOWN	
23.	NO TAG	FAX	CANNON	LASERCLASS 9000L	UNKNOWN	

cc: Caryn Ginter, Auditor
Surplus File

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

FEB 22 2012

BOONE COUNTY AUDITOR

DATE: 2/16/12

FIXED ASSET TAG NUMBER: 15502

DESCRIPTION: HP DC5100 SFF

REQUESTED MEANS OF DISPOSAL: Surplus

OTHER INFORMATION: S/N 2UA617042N

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Non functional

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Circuit Court

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 7/13/2006

RECEIPT INTO 1190-3835

ORIGINAL COST 807.57

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1603

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

FEB 22 2012

BOONE COUNTY AUDITOR

DATE: 2/16/12

FIXED ASSET TAG NUMBER: 15001

DESCRIPTION: PC w/17" MONITOR FP

REQUESTED MEANS OF DISPOSAL: Surplus

OTHER INFORMATION:

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Non functional

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Circuit Court

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 4/26/2005

RECEIPT INTO 1190-3835

ORIGINAL COST 1025.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2231

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1603

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

FEB 22 2012

BOONE COUNTY AUDITOR

DATE: 2/16/12

FIXED ASSET TAG NUMBER: 14439

DESCRIPTION: d220mt PC

REQUESTED MEANS OF DISPOSAL: Surplus

OTHER INFORMATION:

CONDITION OF ASSET: Poor

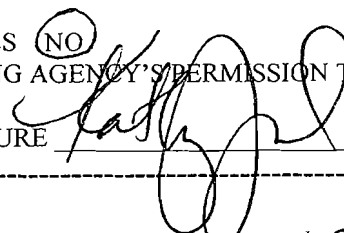
REASON FOR DISPOSITION: Non functional

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Circuit Court

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 3/11/2004

RECEIPT INTO 1190-3835

ORIGINAL COST 605.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1603

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

 TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

 TRADE AUCTION SEALED BIDS

 OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

DATE: 2/16/12

FIXED ASSET TAG NUMBER: 14940

FEB 22 2012

DESCRIPTION: PC w/17" Monitor FP #P DC5000 ..

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: Surplus

OTHER INFORMATION:

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Non functional

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Circuit Court

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 4/26/2005 RECEIPT INTO 1190-3835

ORIGINAL COST 1,025.00 GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731 GRANT NAME _____
% FUNDING _____

ASSET GROUP 1603 AGENCY _____
DOCUMENTATION ATTACHED (Y/N) _____
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

DATE: 2/16/12

FIXED ASSET TAG NUMBER: 14939

FEB 22 2012

DESCRIPTION: HP DC 5000

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: Surplus

OTHER INFORMATION:

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Non functional

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Circuit Court

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 4/26/2005

RECEIPT INTO 1190-3835

ORIGINAL COST 1,025.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1603

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

FEB 22 2012

BOONE COUNTY AUDITOR

DATE: 2/16/12

FIXED ASSET TAG NUMBER: 16234

DESCRIPTION: PC HP DC5100 SFF

REQUESTED MEANS OF DISPOSAL: Surplus

OTHER INFORMATION:

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Non functional

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Circuit Court

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 5/22/2007

RECEIPT INTO 1190-3835

ORIGINAL COST 1,014.71

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1603

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

FEB 22 2012

BOONE COUNTY AUDITOR

DATE: 2/16/12

FIXED ASSET TAG NUMBER: 13004

DESCRIPTION: PC Compag Desktop Pro EN

REQUESTED MEANS OF DISPOSAL: Surplus

OTHER INFORMATION:

CONDITION OF ASSET: Poor

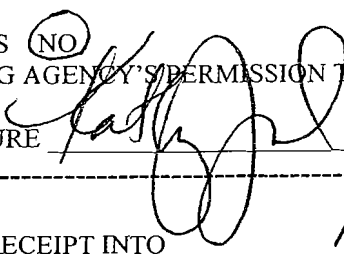
REASON FOR DISPOSITION: Non functional

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Circuit Court

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 5/10/2001

RECEIPT INTO 1190-3835

ORIGINAL COST 1,343.01

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1603

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

 TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

 TRADE AUCTION SEALED BIDS

 OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

FEB 22 2012

BOONE COUNTY AUDITOR

DATE: 2/16/12

FIXED ASSET TAG NUMBER: 12974

DESCRIPTION: PC Compaq Desktop Pro EN

REQUESTED MEANS OF DISPOSAL: Surplus

OTHER INFORMATION:

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Non functional

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Circuit Court

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 5/10/2001

RECEIPT INTO 1190-3835

ORIGINAL COST 1,342.03

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1603

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

FEB 22 2012

BOONE COUNTY AUDITOR

DATE: 2/16/12

FIXED ASSET TAG NUMBER: 15511

DESCRIPTION: HP DC S100 SFF

REQUESTED MEANS OF DISPOSAL: Surplus

OTHER INFORMATION:

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Non functional

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Circuit Court

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 7/13/2004

RECEIPT INTO 1190-3835

ORIGINAL COST 807.57

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

ASSET GROUP 1603

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

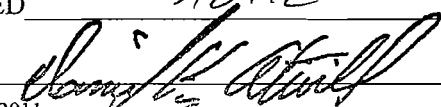
INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

FEB 22 2012

BOONE COUNTY AUDITOR

DATE: 2/16/12

FIXED ASSET TAG NUMBER: 14933

DESCRIPTION: HP DC5000

REQUESTED MEANS OF DISPOSAL: Surplus

OTHER INFORMATION:

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Non functional

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Circuit Court

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 4/26/2005

RECEIPT INTO 1190-3835

ORIGINAL COST 1025.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1603

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

FEB 22 2012

BOONE COUNTY AUDITOR

DATE: 2/16/12

FIXED ASSET TAG NUMBER: 8679

DESCRIPTION: Smart UPS 600

REQUESTED MEANS OF DISPOSAL: Surplus

OTHER INFORMATION:

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Non functional

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

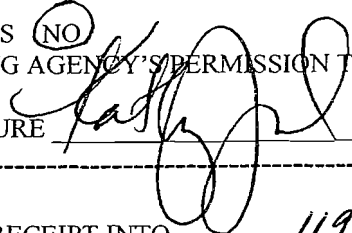
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Circuit Court

1261

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 9/28/1993

RECEIPT INTO 1190-3835

ORIGINAL COST 335.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2744

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1403

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

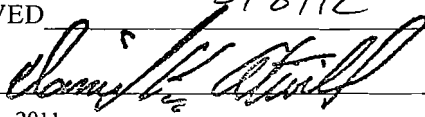
INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

FEB 22 2012

BOONE COUNTY AUDITOR

DATE: 2/16/12

FIXED ASSET TAG NUMBER: NONE

DESCRIPTION: NEC Multisync

REQUESTED MEANS OF DISPOSAL: Surplus

OTHER INFORMATION:

CONDITION OF ASSET: Poor

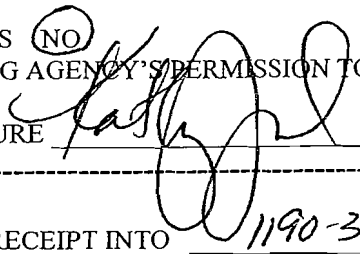
REASON FOR DISPOSITION: Non functional

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Circuit Court

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE _____ ?

GRANT NAME _____

% FUNDING _____

ASSET GROUP _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

FEB 22 2012

BOONE COUNTY AUDITOR

DATE: 2/16/12

FIXED ASSET TAG NUMBER: NONE

DESCRIPTION: ACER AL 17.15

REQUESTED MEANS OF DISPOSAL: Surplus

OTHER INFORMATION:

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Non functional

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Circuit Court

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO _____

1190-3835

ORIGINAL COST _____

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE _____ ?

GRANT NAME _____

% FUNDING _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

ASSET GROUP _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER

DEPARTMENT NAME _____

NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE

____ AUCTION

____ SEALED BIDS

____ OTHER

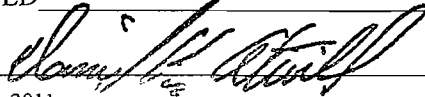
EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED _____

3/8/12

SIGNATURE _____



BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

DATE: 2/16/12

FIXED ASSET TAG NUMBER: NONE

FEB 22 2012

DESCRIPTION: VISION E217F

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: Surplus

OTHER INFORMATION:

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Non functional

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Circuit Court

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE _____

? GRANT NAME _____

% FUNDING _____

ASSET GROUP _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

DATE: 2/16/12

FIXED ASSET TAG NUMBER: NONE

FEB 22 2012

DESCRIPTION: BOX OF POWER CABLES/VIDEO CABLES MUSC

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: Surplus

OTHER INFORMATION:

CONDITION OF ASSET: Poor

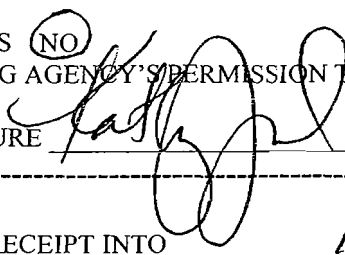
REASON FOR DISPOSITION: Non functional

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Circuit Court

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3835

ORIGINAL COST _____

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE _____

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

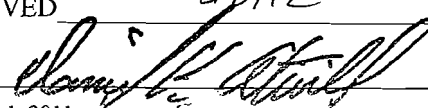
INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

FEB 22 2012

BOONE COUNTY AUDITOR

DATE: 2/16/12

FIXED ASSET TAG NUMBER: NONE

DESCRIPTION: Box of old keyboard and mice

REQUESTED MEANS OF DISPOSAL: Surplus

OTHER INFORMATION:

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Non functional

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Circuit Court

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE _____ RECEIPT INTO 1190-3835

ORIGINAL COST _____ GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE _____ ? GRANT NAME _____

ASSET GROUP _____ % FUNDING _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____


INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

FEB 22 2012

BOONE COUNTY AUDITOR

DATE: 2/16/12

FIXED ASSET TAG NUMBER: NONE

DESCRIPTION: PHILLIPS/LTC - 2009/61

REQUESTED MEANS OF DISPOSAL: Surplus

OTHER INFORMATION:

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Non functional

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Immediately

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Circuit Court

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190 - 3835

ORIGINAL COST _____

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE _____ ?

GRANT NAME _____

% FUNDING _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

ASSET GROUP _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER

DEPARTMENT NAME _____

NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE

____ AUCTION

____ SEALED BIDS

____ OTHER

EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

DATE : 2/9/12

FIXED ASSET TAG NUMBER: 12109

FEB 10 2012

DESCRIPTION: **Canon Fax Machine**
Model Number CFXL3500
Serial Number 20570

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Was purchased in 1999

CONDITION OF ASSET: Works - Old

REASON FOR DISPOSITION: No longer needed - Previously used by on call Prosecutors.

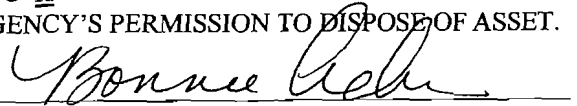
COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: When convenient

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO X
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1261 Prosecuting Attorney

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 12/17/1999

RECEIPT INTO 1190-3835

ORIGINAL COST 657.68

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2751

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1601

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

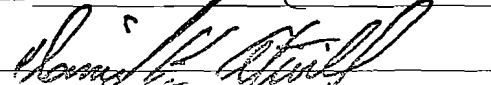
INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : February 1, 2012

FIXED ASSET TAG NUMBER: 00014333

DESCRIPTION SHARP LLT19D1-B
MONITOR LCD 19 INCH

RECEIVED

FEB 15 2012

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO *E-911 Joint Communications Purchased.*
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: INFORMATION TECHNOLOGY

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 12/31/2003
ORIGINAL COST 692.97
ORIGINAL FUNDING SOURCE 2772
ASSET GROUP 1613

RECEIPT INTO 2020-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : February 1, 2012

FIXED ASSET TAG NUMBER: 00014286

RECEIVED

DESCRIPTION SHARP LLT19D1-B
MONITOR LCD 19 INCH

FEB 15 2012

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: NON-WORKING

REASON FOR DISPOSITION: REPLACEMENT

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: *As soon as possible - In IT Printer Room.*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO *E-911 Joint Communications Purchased.*
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: INFORMATION TECHNOLOGY

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 12/21/2003
ORIGINAL COST 692.97
ORIGINAL FUNDING SOURCE 2772
ASSET GROUP 1603

RECEIPT INTO 2020-3835
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 2-1-12 FIXED ASSET TAG NUMBER: No Tag
DESCRIPTION: HP Office Jet 6110 Printer/Scanner/Fax Machine

RECEIVED

FEB 15 2012

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL:
OTHER INFORMATION: Serial # MY3BJH 7179
CONDITION OF ASSET: Unknown
REASON FOR DISPOSITION: No longer needed.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: As soon as possible. In IT Printer Room.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO Unknown
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: PedNet SIGNATURE: Judy

AUDITOR

ORIGINAL PURCHASE DATE _____ RECEIPT INTO 1190-3835

ORIGINAL COST _____ ? GRANT FUNDED (Y/N) _____
ORIGINAL FUNDING SOURCE _____ GRANT NAME _____
ASSET GROUP _____ % FUNDING _____
AGENCY _____
DOCUMENTATION ATTACHED (Y/N) _____
TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 2-1-12 FIXED ASSET TAG NUMBER: 16441

DESCRIPTION: Brother Fax 4100e Fax Machine

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION: Serial # U61639H9J690279

CONDITION OF ASSET: Unknown

REASON FOR DISPOSITION: No longer needed.

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: As soon as possible. In IT Printer Room

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO Unknown
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: PedNet 1190 SIGNATURE: Judy

AUDITOR

ORIGINAL PURCHASE DATE 12/7/2007 RECEIPT INTO 1190-3835

ORIGINAL COST 474.99 GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731 GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1601 DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 131-2012

DATE APPROVED 3/8/12

SIGNATURE [Signature]

RECEIVED

FEB 15 2012

BOONE COUNTY AUDITOR

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 8th day of March 20 12

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 Corrections to dispose of two gray shelf units by auction on Gov Deals.

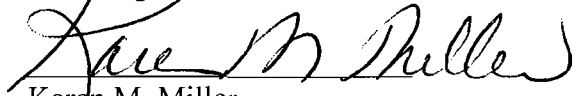
Done this 8th day of March, 2012

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing
David Eagle
Office Specialist



601 E. Walnut, Room 205
Columbia, MO 65201
Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Surplus Disposal
DATE: February 22, 2012

The Purchasing Departments requests permission to dispose of the following list of surplus equipment.

	Asset #	Description	Make	Model	Condition of Asset	Serial #
1.	NO TAG	TWO GRAY SHELF UNITS	SONY	88" X 36"	FAIR	

cc: Caryn Ginter, Auditor
Surplus File

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 5/11/2011 FIXED ASSET TAG NUMBER: - ^{NONE} ~~see attached~~

DESCRIPTION: ~~see attached sheet~~ GRAY SHELF UNITS 88" Tall x 36" wide

REQUESTED MEANS OF DISPOSAL: Sale by Auction - Gov Deals

OTHER INFORMATION: See attached sheet

CONDITION OF ASSET: Most items fair condition.

RECEIVED
MAY 12 2011

BOONE COUNTY AUDITOR

REASON FOR DISPOSITION: No longer needed

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

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: immediate

DEPARTMENT: Corrections / ~~Sheet~~ SIGNATURE:

AUDITOR

ORIGINAL PURCHASE DATE _____ RECEIPT INTO 1190-3835

ORIGINAL COST _____ ?

ORIGINAL FUNDING SOURCE _____ TRANSFER CONFIRMED _____

ASSET GROUP _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 132-2012

DATE APPROVED 3/8/12

SIGNATURE

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 12

County of Boone } ea.

In the County Commission of said county, on the

8th

day of March

20 12

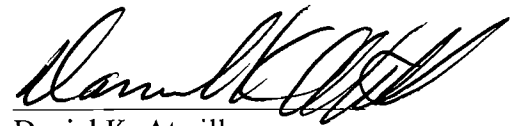
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract between Robert M. LeMone Trust, Harold Wayne Cunningham and Wanda Sue Cunningham, Randy N. Gibbs and Kathleen A. Gibbs, Turnberry Properties, LLC and Boone County, Missouri for an extension of Meyer Industrial Drive. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of March, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

DEVELOPMENT AGREEMENT
FOR EXTENSION OF MEYER INDUSTRIAL DRIVE

This Development Agreement (the "Development Agreement") entered into this ___ day of _____, 2012, (the "Effective Date") by and between the Robert M. LeMone Marital Trust dated January 27, 2004, as amended ("LeMone Trust"), Harold Wayne Cunningham and Wanda Sue Cunningham ("the Cunninghams" or "Cunningham"), Randy N. Gibbs and Kathleen A. Gibbs ("the Gibbs" or "Gibbs"), Turnberry Properties, LLC, a Missouri limited liability Company ("Turnberry"), and the County of Boone, a Missouri political subdivision, ("County"). The foregoing are hereinafter sometimes individually referred to as a ("Party") and collectively referred to as the ("Parties").

RECITALS:

WHEREAS, LeMone Trust owns certain parcels of property depicted in Exhibit "A" and Exhibit "B"; and;

WHEREAS, the Cunninghams own a certain parcel of property depicted in Exhibit "C"; and

WHEREAS, the Gibbs own a certain parcel of property depicted in Exhibit "D"; and

WHEREAS, Turnberry own a certain parcel of property depicted in Exhibit "E", and

WHEREAS, County desires to extend Meyer Industrial Drive, in cooperation with the Missouri Highways and Transportation Commission, as part of a larger, unrelated project that includes the creation of an overpass over Highway 63 at Highway H; and

WHEREAS, LeMone Trust has expressed a desire to coordinate with and participate in the construction of the Meyer Industrial Drive extension in connection with the planned improvements on the LeMone Trust property; and

WHEREAS, the construction of the extension of Meyer Industrial Drive would involve two phases, the first phase being exclusively on the real property currently owned by LeMone Trust as shown in Exhibits A and B and the second phase being on property depicted in Exhibits C, D, and E, which would ultimately connect Meyer Industrial Drive to Ponderosa Street such that Meyer Industrial Drive will become a through street, connecting with Ponderosa Street at two, separate intersections; and

WHEREAS, County, in cooperation with the Missouri Highways and Transportation Commission, is willing to provide some public resources toward the construction and improvements relating to the second phase of the construction of Meyer Industrial Drive Extension; and

WHEREAS, the Parties (other than the County) would benefit from the proposed improvements and land transfers contemplated herein in that the extension project will make all of their properties more desirable; and

WHEREAS, County has agreed to enter into this Development Agreement in order to provide for the construction and development of Meyer Industrial Drive, the improvement of the County's roadway systems, the enhancement of the County's tax base and to maintain and revitalize commercial activity in the County by assuring opportunities for development and attracting sound and stable commercial growth; and

WHEREAS, the Parties now desire to enter into this Development Agreement to establish their respective rights and obligations relating to the Meyer Industrial Drive extension and construction of the improvements necessary therefore, as more fully described herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Parties do hereby covenant and agree as follows:

1. **Exhibits, Development Drawings and Documents:** There is attached hereto as exhibits, and incorporated herein by reference, certain exhibits, development drawings and documents, as follows:

Exhibit A	Aerial Photo of LeMone Trust property #1
Exhibit B	Aerial Photo of LeMone Trust property #2
Exhibit C	Aerial Photo of Cunningham property
Exhibit D	Aerial Photo of Gibbs property
Exhibit E	Aerial Photo of Turnberry property
Exhibit F	Proposed Meyer Industrial Drive Plan with number references
Exhibit G	Temporary Construction Easements for each Party
Exhibit H	Proposed Commission Order which, when entered by the Boone County Commission and delivered to Boone Central Title, will authorize Boone Central Title to effectuate the delivery of the deeds contemplated herein

2. **Temporary Construction Easements:** The Cunninghams, Gibbs, and Turnberry will execute and deliver to the LeMone Trust no later than April 1, 2012, certain Temporary Construction Easements which will facilitate and permit the entrance onto portions of their respective properties in connection with the construction of the Meyer Industrial Drive Extension (hereinafter "the Project" or "Project"). A draft form of said Temporary Construction Easements have been attached hereto as Exhibit "G" and are incorporated herein by reference. The actual temporary construction easements will be tendered to the parties after Allstate Consultants, LLC has completed its work relating to the descriptions of the necessary scope of the easements to facilitate construction of the Project, and those shall be signed and returned within ten (10) days of receipt, or any objections to the same shall be reduced to writing and said objections shall be returned to the County within ten (10) days of receipt of the proposed temporary construction easement. If any party fails to document objections within ten (10) days in writing as provided for herein, any objections to the temporary construction easements are waived, and the descriptions of the easements as provided by Allstate Consultants, LLC shall be deemed effective as conveying the necessary construction easements as to all parties to this Agreement.
3. **Phasing of Project:** LeMone Trust will undertake the Project in connection with its planned development of the LeMone Trust property depicted in Exhibits A and B. In that connection,

LeMone Trust has agreed to phase the Project such that Phase I will be that portion of the Project which begins at the current terminal point of Meyer Industrial Drive and will consist of all work on the LeMone Trust Property; Phase II will be that portion of the Project which begins at the southern boundary of the Cunningham property shown in Exhibit C and runs through the new connection with Ponderosa Street. The layout of the entire Project, as proposed, is as depicted in Exhibit F.

- a. It is contemplated that Phase I will be undertaken by LeMone Trust in connection with its platting of its property, and all work shall be completed before the Final Plat is presented to the County for acceptance of all required right-of-way and other public easements. All dedications of required right-of-way, utility easements, stormwater easements and any other public dedications on the LeMone Trust Property will be indicated on the Final Plat contemplated herein.
- b. It is contemplated that Phase II will be undertaken by LeMone Trust, in coordination with its handling of Phase I of the Project, and that Phase II of the Project is the portion for which the County will participate in cost-sharing for the improvements as set out herein. As such, LeMone Trust agrees that the contractor it employs for the road construction activity of the Project shall be subject to, and will comply with, the provisions of the Missouri Prevailing Wage Law as to Phase II construction activity, it being the intent of all parties that no public funds shall be used for the design and construction activity associated with Phase I.

4. **LeMone Trust Agreements:** In connection with the Project, LeMone Trust specifically agrees to the following:
 - a. LeMone Trust's obligations set forth herein are contingent on the following:
 - i. The Boone County Auditor certifying that there is a sufficient, unencumbered balance of funds appropriated for the County's financial obligations contemplated herein in excess of \$666,874.00, which reflects County's financial obligations contemplated in Paragraphs 8(a), 8(k) and 8(l).
 - ii. All escrowed deeds contemplated herein being deposited with Boone Central Title Company for later delivery as contemplated in Paragraph 9.
 - b. LeMone Trust will contract with Allstate Consultants, LLC for the design of the road, Phase I and Phase II. County must approve all of the design plans prior to the commencement of any work on the Project. Said design plans shall be in accordance with the County's standard specifications, when applicable, and in conformance with all applicable federal, state and local rules, regulations and ordinances. The design shall include specifications for the roadway, all right-of-way and other public easements, all utility easements, extensions of water and sewer lines, driveway access, as appropriate, and stormwater conveyance and treatment along with special provisions for stormwater as described in paragraph 8(f) of this Agreement, all of which shall appear as public dedications in the final plat contemplated herein. The actual driveway locations shown on the plans shall be coordinated with the serving property owners and approved by County. County will pay LeMone Trust an amount not to exceed Thirty Thousand Dollars (\$30,000.00) for the design work associated with Phase II of the project as set out in Paragraph 8(a).

- c. In cooperation with the County as to the platting activities contemplated for the Phase II portion and as reflected in Paragraph 8(c) of this Agreement, LeMone Trust will engage Allstate Consultants, LLC to prepare and submit all necessary preliminary and final plat(s) for the Concorde South Subdivision, which will include a minimum of a 2-acre lot behind the existing Boone County Public Works facility, all land owned by the LeMone Trust to the northeast of the Project and sufficient land on the southwest side of the Project to meet applicable zoning and subdivision regulations. All of the above will be coordinated with the other platting activities contemplated in paragraph 8(c) so as to minimize the total cost to both LeMone Trust and the County.
- d. LeMone Trust will provide for the coordination of the construction of both Phase I and Phase II of the Project, including allowing necessary fill from either Phase to be used as appropriate in the other Phase.
- e. LeMone Trust will construct the Project, both Phase I and Phase II, which shall include but not be limited to, the following:
 - i. Extension of Meyer Industrial Drive to County specifications so that it is a through-street connecting to Ponderosa Street in two, separate intersections;
 - ii. Extension of eight inch (8") water main and hydrants in accordance with its plans to be submitted and approved by the County and, specifically as to the water main, as also approved by the Consolidated Public Water Supply District #1;
 - iii. Relocation of the water line on Cunningham property and the reconnection of the existing service line as contemplated in paragraph 5(h); in accordance with plans to be submitted to and approved by the County and Consolidated Public Water Supply District No. 1.
 - iv. Extension of the sewer main to serve the Gibbs property in accordance with its plans to be submitted to and approved by the County and the Boone County Regional Sewer District (note, however, that this agreement does not guarantee capacity in the sewer treatment facility);
 - v. Installation of approximately 100' of 36" aluminized culvert on Turnberry property, connecting to the cross road culvert under the new Meyer Industrial Drive, as shown in the construction drawings produced by Allstate Consultants, LLC. Culvert will be provided by the County as per paragraph 8(e); additional fill if necessary will be provided by Turnberry as per paragraph 7(f).
 - vi. Provision and construction of driveway entrances to the Parties' properties as provided for in the plans approved by the County.
 - vii. LeMone Trust will coordinate all aspects of the construction of the Project with the County and MoDOT.
 - viii. Work on the Project will commence no later than the 1st day of July, 2012, and proceed without undue delay through completion. Road construction work to be accomplished herein by LeMone is conditioned upon approval of the plat by County.
- f. LeMone Trust will execute, but not deliver, an appropriate conveyance document prepared by the County conveying all right, title and interest in Area #10, as depicted in Exhibit F, to Cunninghams, after first executing, but not delivering, an appropriate conveyance document prepared by the County of any public easements necessary to complete the Project over its property as depicted in Area #10 on Exhibit F. All parties to this Agreement stipulate and agree that the conveyance of any public easements shall be deemed to have occurred prior to the conveyance of the remaining property interests from

the LeMone Trust to Cunninghams. Said conveyances will be held in escrow with Boone Central Title Company, thereby preventing delivery of the deed, and handled as per the "Deeds In Escrow" provisions of this Agreement.

- g. LeMone Trust will submit an appropriate rezoning application for the property owned by LeMone Trust, including the strip of land it will own that sits between the Project and the properties owned by the Cunninghams and Magellan Pipeline Company.
- h. LeMone Trust will obtain all necessary permits for the construction work contemplated herein.
- i. LeMone Trust will cooperate with County in the new addressing of the LeMone Trust property so as to configure it with a potential Ponderosa Street address.
- j. LeMone Trust will comply with all applicable laws, ordinances and regulations in effect at the time of the approval of the final subdivision plat approval when fulfilling its obligations under this Agreement.
- k. At the County's option, LeMone Trust and its Contractor(s) will cooperate with the County to obtain, at County's cost, a Performance Bond which will ensure completion of the Project in accordance with the final plans as approved by the County, including the execution of any documents reasonably necessary to obtain a Performance Bond in a form acceptable to County.
- l. LeMone Trust will obtain warranties from its contractor(s) warranting the public improvements contemplated as part of the Project will be free from defects for a period of at least one (1) year from the date that the County accepts the last public improvement completed by LeMone Trust. All warranties will name the County as an intended beneficiary.
- m. Events of Default: Subject to force majeure and any applicable cure periods, the following conditions, occurrences or actions will constitute a default by LeMone Trust under this Development Agreement:
 - i. LeMone Trust's failure to commence construction of the Project by the date set forth in this Agreement; or
 - ii. LeMone Trust's failure to complete construction of the Project by the date set forth in this Agreement; or
 - iii. LeMone Trust's failure to perform work within the Site for a period of more than sixty (60) consecutive days after work commences; or
 - iv. LeMone Trust's insolvency, the appointment of a receiver for LeMone Trust or the filing of a voluntary or involuntary petition in bankruptcy respecting LeMone Trust; or
 - v. Foreclosure of any lien against all or a portion of the Site or assignment or conveyance or the Site in lieu of foreclosure which materially and adversely affects the Project.
- n. County's Rights Upon Default: The County will have the right to complete the Project itself or contract with a third party for completion of the Project in the event of a default by LeMone Trust. LeMone Trust hereby grants to the County, its successors, assigns, agents, contractors and employees, a nonexclusive right, license and easement to enter the Site for the purposes of constructing, maintaining, and repairing the Project. In addition, the County may suspend any payments hereunder to LeMone Trust. These remedies are cumulative in nature.
- o. Inspection rights: LeMone Trust agrees to permit the County to make routine inspections of the Project to determine compliance with specifications and, at reasonable times, to

inspect the books and records relating to Phase 2 of the Project to examine construction costs pertinent to the construction of Phase 2 of the Project.

5. **Cunningham Agreements:** In connection with the Project, the Cunninghams specifically agree to the following:

- a. The Cunninghams currently own Area #1, #7, and #9 as depicted in Exhibit F.
- b. Cunninghams will execute the contemplated re-plat petition, as well as execute the contemplated preliminary and final plats as required to complete the Project, as prepared by others.
- c. Cunninghams will execute the contemplated rezoning application, review plan and final development plan, as prepared by others.
- d. Cunninghams will execute, but not deliver, an appropriate conveyance document prepared by the County of any public easements necessary to complete the Project over its property as depicted in Area #1, and #9 on Exhibit F. Said conveyances will be held in escrow with Boone Central Title Company, thereby preventing delivery of the deed, and handled as per the "Deeds In Escrow" provisions of this Agreement.
- e. Cunninghams will execute, but not deliver, an appropriate conveyance document prepared by the County conveying all right, title and interest in Area #7, as depicted in Exhibit F, to Gibbs, after first executing, but not delivering, an appropriate conveyance document prepared by the County of any public easements necessary to complete the Project over its property as depicted in Area #7 on Exhibit F. All parties to this Agreement stipulate and agree that the conveyance of any public easements shall be deemed to have occurred prior to the conveyance of the remaining property interests from the Cunningham to Gibbs. Said conveyances will be held in escrow with Boone Central Title Company, thereby preventing delivery of the deed, and handled as per the "Deeds In Escrow" provisions of this Agreement.
- f. Cunninghams will cooperate with County in the new addressing of the Cunningham property so as to configure it with a Meyer Industrial Drive, or Ponderosa Street address.
- g. Cunninghams will execute any necessary easement documents for any driveway access onto Ponderosa Street, which is subject to approval by the Missouri Highways and Transportation Commission.
- h. Cunninghams will vacate the existing easement and grant a new easement for the relocated water line across the western side of their property.

6. **Gibbs Agreements:** In connection with the Project, the Gibbs specifically agree to the following:

- a. The Gibbs currently own Area #2, #3, #6 and #8 as depicted in Exhibit F.
- b. Gibbs will execute the contemplated re-plat petition, as well as execute the contemplated preliminary and final plats as required to complete the Project, as prepared by others.
- c. Gibbs will execute the contemplated rezoning application, review plan and final development plan, as prepared by others.
- d. Gibbs will execute, but not deliver, an appropriate conveyance document prepared by the County of any public easements necessary to complete the Project over its property as depicted in Area #2 and #6 on Exhibit F. Said conveyances will be held in escrow with Boone Central Title Company, thereby preventing delivery of the deed, and handled as per the "Deeds In Escrow" provisions of this Agreement.

- e. Gibbs will execute, but not deliver, an appropriate conveyance document prepared by the County conveying all right, title and interest in Area #3, as depicted in Exhibit F, to Turnberry, after first executing, but not delivering, an appropriate conveyance document prepared by the County of any public easements necessary to complete the Project over its property as depicted in Area #3 on Exhibit F. All parties to this Agreement stipulate and agree that the conveyance of any public easements shall be deemed to have occurred prior to the conveyance of the remaining property interests from the Gibbs to Turnberry. Said conveyances will be held in escrow with Boone Central Title Company, thereby preventing delivery of the deed, and handled as per the "Deeds In Escrow" provisions of this Agreement.
- f. Gibbs will execute, but not deliver, an appropriate conveyance document prepared by the County conveying all right, title and interest in Area #8, as depicted in Exhibit F, to Cunninghams, after first executing, but not delivering, an appropriate conveyance document prepared by the County of any public easements necessary to complete the Project over its property as depicted in Area #8 on Exhibit F. All parties to this Agreement stipulate and agree that the conveyance of any public easements shall be deemed to have occurred prior to the conveyance of the remaining property interests from the Gibbs to Cunninghams. Said conveyances will be held in escrow with Boone Central Title Company, thereby preventing delivery of the deed, and handled as per the "Deeds In Escrow" provisions of this Agreement.
- g. Gibbs will cooperate with County in the new addressing of the Gibbs property so as to configure it with a Meyer Industrial Drive or Ponderosa Street address.
- h. Gibbs will execute any necessary easement documents for any driveway access onto Ponderosa Street, which is subject to approval by the Missouri Highways and Transportation Commission.
- i. Gibbs will complete the demolition of his structure as necessary for the Project within 90 days of receiving notice from County to do so. Gibbs will obtain all necessary permits for said demolition.

7. **Turnberry Agreements:** In connection with the Project, Turnberry specifically agree to the following:

- a. Turnberry currently owns Area #4 and #5 as depicted in Exhibit F.
- b. Turnberry will execute the contemplated re-plat petition, as well as execute the contemplated preliminary and final plats as required to complete the Project, prepared by others.
- c. Turnberry will execute, but not deliver, an appropriate conveyance document prepared by the County conveying all necessary dedications of public right-of-way or other public easements in Area #5 as depicted in Exhibit F. Said conveyance will be held in escrow with Boone Central Title Company, thereby preventing delivery of the deed, and handled as per the "Deeds In Escrow" provisions of this Agreement.
- d. Turnberry will execute, but not deliver, an appropriate conveyance document prepared by the County of any public easements necessary to complete the Project over its property as depicted in Area #4 on Exhibit F. Said conveyance(s) will be held in escrow with Boone Central Title Company, thereby preventing delivery of the deed, and handled as per the "Deeds In Escrow" provisions of this Agreement.
- e. Turnberry will cooperate with County in the new addressing of the Turnberry's property so as to configure it with a Meyer Industrial Drive or Ponderosa Street address.

- f. Turnberry will provide additional fill dirt as necessary to install a culvert as contemplated in paragraph 4 (e) v.

8. **County Agreements:** In connection with the Project, the County specifically agrees to the following:

- a. County will pay LeMone Trust an amount not to exceed Thirty Thousand Dollars (\$30,000.00) for the design work of Phase II of the Project by Allstate Consultants, LLC.
- b. County will prepare the necessary plat vacation petitions, including any required public notice and mailings, for the necessary plat vacation activities contemplated herein to be performed by Turnberry.
- c. County will prepare, or arrange for the preparation of by Allstate Consultants, LLC, the preliminary and final plats, and the review and final development plans contemplated herein for the Gibbs, Cunninghams and Turnberry properties.
- d. County will ensure, as part of its approval process of the LeMone Trust design plans as contemplated herein, that one driveway access point is provided to each of the Turnberry, Gibbs, and Cunningham properties, all along the new Meyer Industrial Drive extension. Driveways must comply with all County requirements and will be constructed to the Right of Way line. These driveways will be constructed as part of the Project.
- e. County will deliver to the project site upon request of LeMone 100' of 36" aluminized culvert to the Turnberry property to be installed by LeMone as per paragraph 4 (e) v. utilizing fill dirt provided by Turnberry as per paragraph 7(f).
- f. County will ensure all stormwater measures necessary for the proposed expansion on the Cunningham and Gibbs properties will be allowed to exist within public Right of Way in Area #1. These facilities will be maintained by the County. Any additional expansion or stormwater treatments must be met independent to this agreement. Proposed expansions are as follows:
 - i. Cunninghams
 - 1. A new 120' x 60' covered building and associated impervious drive and parking, minimum areas as required by the County to be constructed in addition to the existing building..
 - ii. Gibbs
 - 1. A new 48' x 80' covered building and associated impervious drive and parking, minimum areas as require by the County to replace the existing building.
- g. County will prepare, or arrange for the preparation of, all conveyance documents indicated herein as being prepared by the County.
- h. County will pay all fees associated with Boone Central Title serving as the escrow agent for all conveyance documents to be held in escrow as contemplated herein.
- i. County will pay to Gibbs the following sums, which represents a portion of the demolition and reconstruction costs the Gibbs will incur relating to the required demolition of the commercial building on the Gibbs property as necessary to accomplish the Project. Gibbs will be solely responsible for all aspects of the new building construction, and will obtain all necessary permits for the relocation and reconstruction work contemplated with respect to said structure. County will make said payment after the demolition work contemplated herein is completed by Gibbs in accordance with all applicable laws and regulations. The dollar amounts County will pay to Gibbs is as follows:

- i. For demolition activities, completed in a timely fashion (within 90-days of written notice from County) accordance with all applicable statutes, ordinances, rules and permits, County will pay Gibbs \$7,500 (Seven thousand five hundred dollars).
 - ii. For the building that is being demolished to allow for the Project, County will pay Gibbs \$94,163 (Ninety four thousand one hundred sixty three dollars). This included the structure and required dust-free surfaces.
 - j. Upon receipt of notice from LeMone Trust, County will provide Gibbs a 90 day notice in advance of the demolition of the commercial building on the Gibbs property. Upon expiration of said notice, the structure may be demolished as necessary to accomplish the project, with the cost of said demolition being deducted from the payment contemplated in Paragraph 8(h) above if Gibbs has not undertaken and completed the demolition work, including the obtaining of all necessary permits, within the contemplated 90 days.
 - k. County will pay to LeMone Trust the sum of \$7,500.00 for the relocation of the waterline on the Cunningham property and the reconnection of the existing service line;
 - l. County will pay to LeMone Trust the total sum of \$666,874.00 (which is inclusive of the \$30,000.00 set out in paragraph 8(a) above), which represents the County's contribution to the construction activity on Phase II of the project. This payment is contingent on the approval of the Missouri Highways and Transportation Commission's approval of the Project and the Missouri Highways and Transportation Commission's payment to the County of \$597,874.00 as cost sharing in the Project, and it is expressly understood that the payment from the Missouri Highways and Transportation Commission is contingent upon completion of the Project no later than the 15th day of December, 2012.
 - i. It is anticipated that the payments to LeMone Trust contemplated herein shall be made no more than monthly and will be based upon the percentage completion of the Project as determined by County inspection staff. A retainage from each payment of 10% of the amount of said payment shall be held by the County until completion of the entire Project.
 - m. Notwithstanding any provision in this Development Agreement, any obligation of the County under this Development Agreement which requires the expenditure of funds is conditioned upon there being a sufficient, unencumbered fund balance appropriated for that purpose during the County's then current fiscal year. The County reasonably believes that legally available funds in an amount sufficient to make all payments called for herein can be obtained. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds is solely within the discretion of the then-current governing body of the County.
9. **Deeds In Escrow:** Certain conveyance documents contemplated herein shall be prepared and fully executed, but not immediately delivered. Instead, those deeds shall be held in escrow at Boone Central Title Company, at County's cost, until such time as the Boone County Commission enters a Commission Order which substantially tracks the language set out in Exhibit H and delivers the same to Boone Central Title, thus indicating that Boone Central Title may now deliver the deeds contemplated herein by recording the same with the Boone County Recorder. All conveyances contemplated to be completed via Deed held in escrow must be by Warranty Deed conveying good and marketable title.

10. **Conveyances of Property Interests to the County:** Notwithstanding any other provision of this Agreement, at the County's option, any contemplated conveyances of interest(s) in property which are to be conveyed to the County, or to the public, may be accomplished via appropriate inclusion in a Final Plat, duly executed by all interested parties, which contains conveyance language necessary to effectuate the creation of said public interest in land.

11. **Miscellaneous:**

- a. Authority of the Parties: The parties hereby represent that they have the authority to enter into this Development Agreement and the agreements contemplated herein.
- b. Amendments: The Parties to this Development Agreement may amend or modify this Development Agreement by written instrument duly executed by the Parties hereto.
- c. Severability: If any part, term, or provision of this Development Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of this Development Agreement.
- d. Governing Law: This Development Agreement shall be governed by the laws of the State of Missouri, and any and all actions to enforce this agreement shall be filed in the Circuit Court of Boone County, Missouri.
- e. Complete Agreement: All negotiations, considerations, representations and understandings between the parties are incorporated herein as the full and complete agreement of the parties.
- f. Notice of Default: No Party may declare a default of this Development Agreement until written notice has been given to the other respective Parties, and the defaulting Party has not cured or commenced a cure to the default within thirty (30) days after the receipt of such notice. If the defaulting Party has commenced a cure of the default within 30 days of the notice and continuously proceeds with diligence to correct said default, even if said correction extends beyond 30 days of the notice of default, then the non-defaulting Parties shall not proceed to bring legal action until such time as the defaulting Party has abandoned or further failed to diligently cure such default to completion.
- g. Default: Each Party acknowledges that the Parties will be expending considerable funds, committing administrative time at a substantial cost, and making contractual obligations with third parties, all in reliance upon and in anticipation of the timely performance by the other Parties of their respective duties and obligations under this Development Agreement. In the event of a default by any party of this Development Agreement, the aggrieved Parties may pursue any and all remedies available under law or in equity against the defaulting Party.
- h. Waiver: No waiver of any provision of this Development Agreement will be deemed to constitute a waiver of any other provision, nor constitute a continuing waiver unless expressly provided for by a written amendment to this Development Agreement signed by the Parties, nor will the waiver of any default under this Development Agreement be deemed a waiver of any subsequent default or defaults of the same type.
- i. No Partnership: This Development Agreement shall not create an association, partnership, joint venture or principal and agency relationship or similar other legal relationship under the laws of any state or the federal government between the owners of the Project or their tenants or licensees, or to render them liable for the debts or obligations of the others, except as otherwise expressly provided in this Development Agreement. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the Parties hereto

unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the Parties as to a new, specifically defined legal relationship.

- j. Agreement Binding: This Development Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns. This Development Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
- k. No Third Party Rights: No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.
- l. Counterparts: This Development Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
- m. Immunity: Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.
- n. Notice: Any notice, demand, request or other communication which may or shall be given or served by the Parties shall be deemed to have been given or served on the date the same is: deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid; sent by facsimile transmission; or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

- i. If to the LeMone Trust:

Robert M. Lemone Marital Trust
P.O. Box 577
Columbia, MO 65205

With copies to:
Jay Burchfield
3316 LeMone Industrial Blvd.
Columbia, MO 65201

Phebe La Mar
Smith Lewis, LLP
P.O. Box 918
111 South Ninth Street, Suite 200
Columbia, MO 65205-0918

- ii. If to the Gibbs:

Randy & Kathleen Gibbs
3000 S. Big Timber Drive
Columbia, MO 65201

- iii. If to the Cunninghams:

Harold and Wanda Cunningham
4909 Minor Hill Road
Ashland, MO 65010

- iv. If to Turnberry:

Turnberry Properties, LLC

c/o Thomas Owen Smith
212 E. Green Meadows Road, Suite #1
Columbia, MO 65203

v. If to the County:

Boone County Resource Management
c/o Natalie Meighan
801 E. Walnut, Room 315
Columbia, MO 65201-7730

With a copy to
CJ Dykhouse
County Counselor
801 E. Walnut, Suite 211
Columbia, MO 65201

SO AGREED.

[SIGNATURES FOLLOW ON NEXT PAGES]

EXECUTED ON:

ROBERT M. LEMONE MARITAL TRUST

This ___ day of _____, 2012.

By: _____

Name/Title: _____

EXECUTED ON:

CUNNINGHAMS:

This ___ day of _____, 2012.

Harold Wayne Cunningham

Wanda Sue Cunningham

EXECUTED ON:

GIBBS:

This ___ day of _____, 2012.

Randy N. Gibbs

Kathleen A. Gibbs

EXECUTED ON:

TURNBERRY PROPERTIES, LLC

This ___ day of _____, 2012.

By: _____
Thomas Owen Smith, Partner

By: _____
Raymond E. Braudis, Partner

EXECUTED ON:

COUNTY OF BOONE

This ___ day of _____, 2012.

By: _____
Daniel K. Atwill, Presiding Commissioner

ATTEST:

Wendy S. Noren, Boone County Clerk

Approved as to Legal Form:

C.J. Dykhouse, County Counselor

Auditor Certification:

I hereby certify and a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract.

June Pitchford, County Auditor

EXHIBIT "A"
Aerial Photograph of
Lemone Trust

Parcel No. 2120203000100001

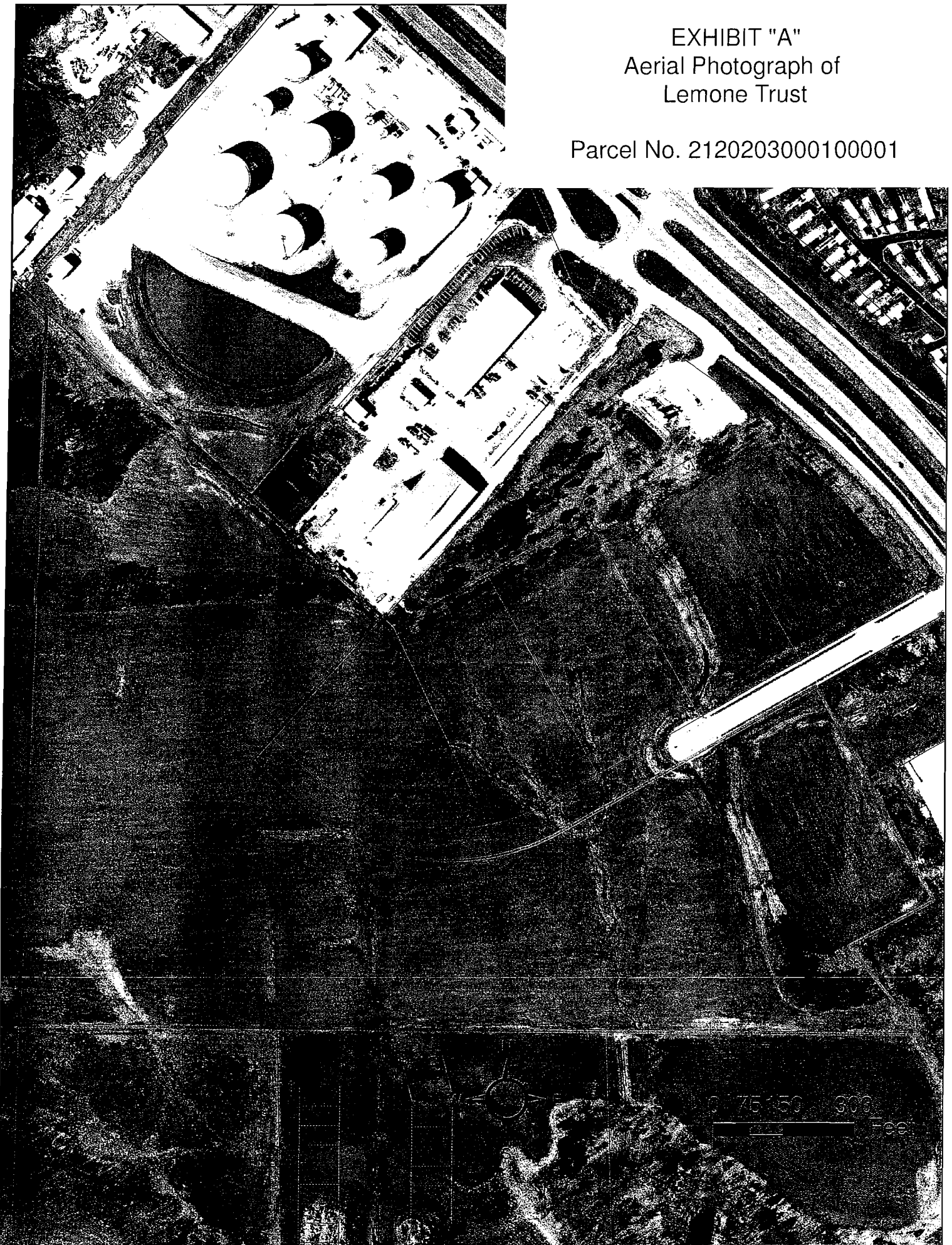


EXHIBIT "B"
Aerial Photograph of Lemone Trust
Property #2

Parcel No. 2120104000040001



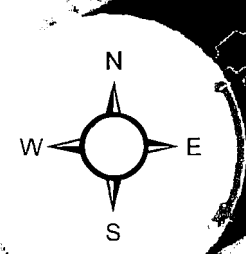
EXHIBIT "C"
Aerial Photograph of
Cunningham Property

Parcel No. 21202030200200001



EXHIBIT "D"
Aerial Photograph of
Gibbs Property

Parcel No. 2120203020010001



0 25 50 100
Feet

EXHIBIT "E"
Aerial Photograph of
Turnberry Property

Parcel No. 2120104010710001

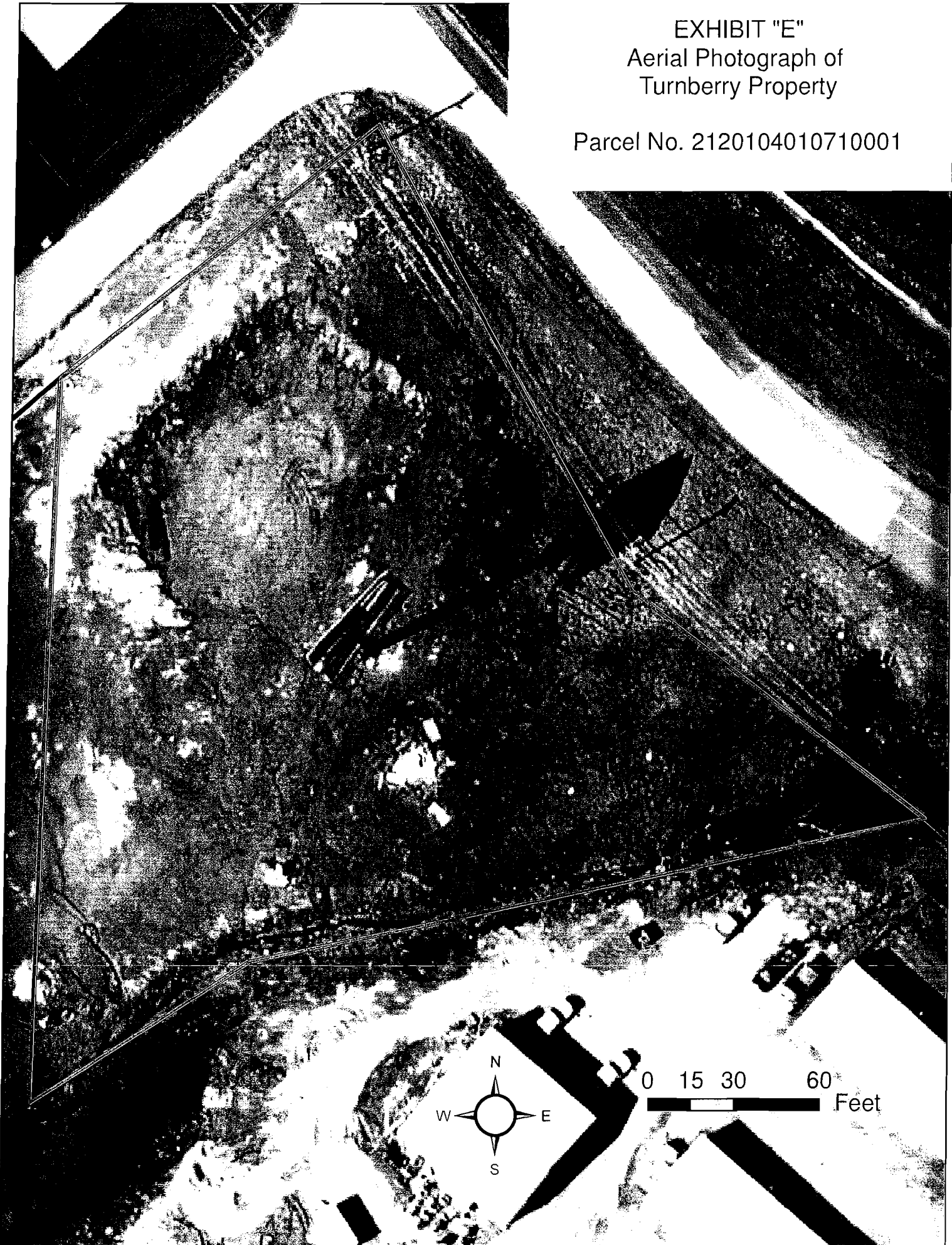
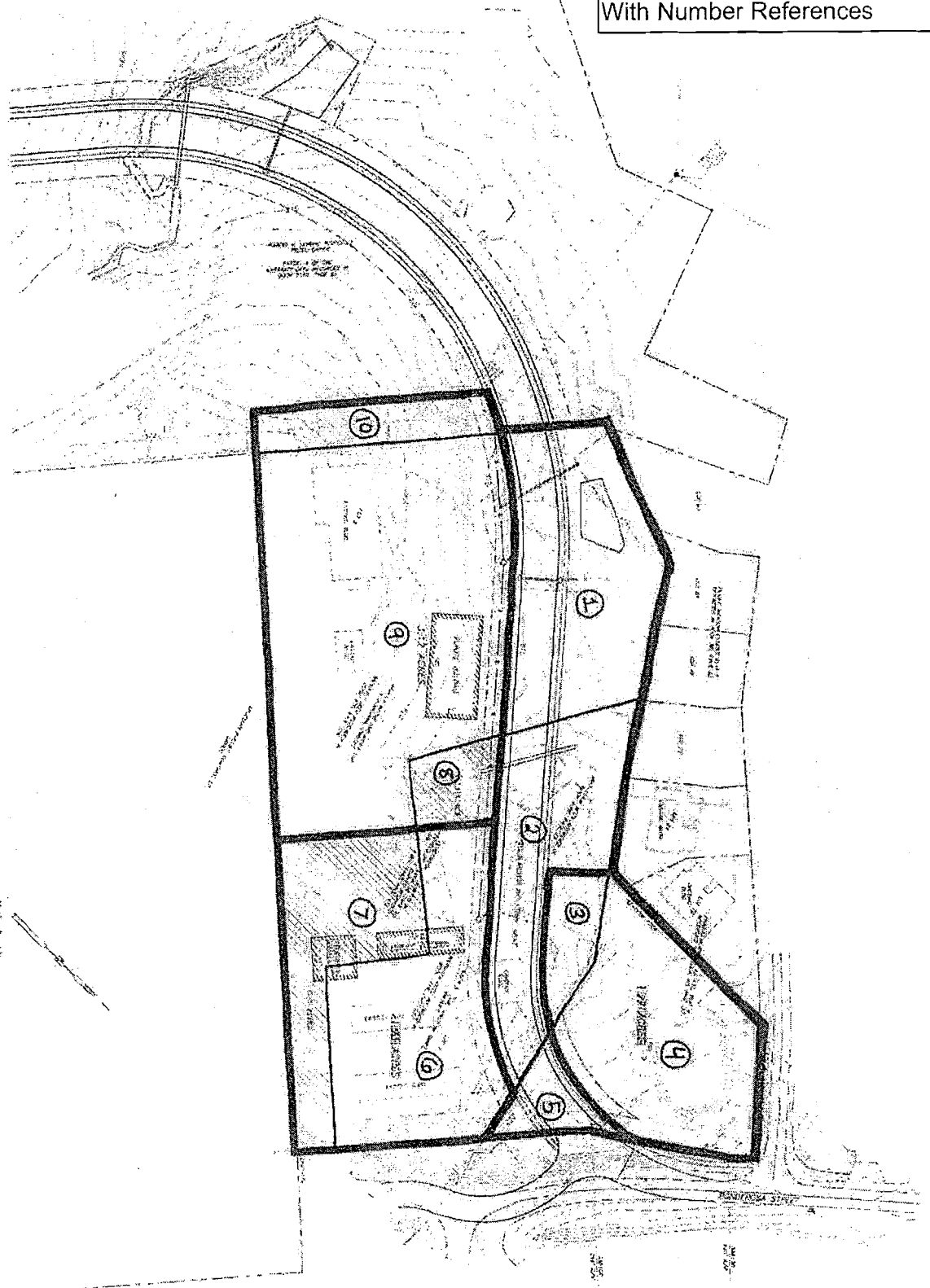


EXHIBIT "F"
Proposed Meyer Industrial Plans
With Number References



1	2	3	4	5	6	7	8	9
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ALLSTATE
CONSULTANTS
 1111 S. W. 10th St.
 Ft. Lauderdale, FL 33304
 (305) 463-1234



MEYER INDUSTRIAL DRIVE DISPLAY
PROPOSED PROPERTY LINE DISPLAY

UNION COUNTY, MISSOURI

Exhibit "G"
Temporary Construction Easements for Each Party

TEMPORARY CONSTRUCTION EASEMENT
(BY INDIVIDUALS)

THIS AGREEMENT for temporary construction easement entered into this _____ day of _____, 2012, by and between, **Harold Wayne Cunningham and Wanda Sue Cunningham, husband and wife**, herein Grantors, of the County of Boone, State of Missouri, and **The Robert M. LeMone Marital Trust dated January 27, 2004**, of the County of Boone, State of Missouri, herein Grantee, (Grantee's mailing address is: PO Box 577, Columbia, Missouri 65205).

WITNESSETH:

That the said Grantors, for the sum of one dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant unto the said Grantee, a temporary easement to be in effect during the time of construction of the **Meyer Industrial Boulevard Extension Project** in Boone County, Missouri for the following purposes, namely: the right to enter upon, and permanently re-grade and re-slope the easement area, and to store materials, operate and park equipment on, over and across the easement area hereinafter described, which is situated in the County of Boone, State of Missouri, and described as follows:

See Exhibit - Temporary Construction Easement Legal Description

This easement shall expire upon final completion of the above described project and final acceptance by the Grantee. Grantee covenants by acceptance of this easement that the easement area shall be seeded, mulched, and restored to its previous or better condition subject to the grade and slope changes made as a part of the Project.

The said Grantors covenant that they have the right and authority to make and execute this agreement.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands this _____ day of _____, 2012.

Harold Wayne Cunningham

Wanda Sue Cunningham

STATE OF MISSOURI }
 }
County of Boone } SS

On this _____ day of _____, 2012 before me, personally appeared **Harold Wayne Cunningham and Wanda Sue Cunningham**, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, Missouri, the day and year first above written.

, Notary Public

SUBORDINATION AGREEMENT

_____ hereby subordinates the lien of the deed of trust recorded as Document No. _____, in the Records of Boone County, Missouri, to the foregoing Declaration of Restrictions.

ATTEST:

by _____

Printed Name: _____

Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this ___ day of _____, 2012, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public
Print Name _____

My term expires:

TEMPORARY CONSTRUCTION EASEMENT
(BY INDIVIDUALS)

THIS AGREEMENT for temporary construction easement entered into this _____ day of _____, 2012, by and between, **Randy N. Gibbs and Kathleen A. Gibbs, husband and wife**, herein Grantors, of the County of Boone, State of Missouri, and **The Robert M. LeMone Marital Trust dated January 27, 2004**, of the County of Boone, State of Missouri, herein Grantee, (Grantee's mailing address is: PO Box 577, Columbia, Missouri 65205).

WITNESSETH:

That the said Grantors, for the sum of one dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant unto the said Grantee, a temporary easement to be in effect during the time of construction of the **Meyer Industrial Boulevard Extension Project** in Boone County, Missouri for the following purposes, namely: the right to enter upon, and permanently re-grade and re-slope the easement area, and to store materials, operate and park equipment on, over and across the easement area hereinafter described, which is situated in the County of Boone, State of Missouri, and described as follows:

See Exhibit - Temporary Construction Easement Legal Description

This easement shall expire upon final completion of the above described project and final acceptance by the Grantee. Grantee covenants by acceptance of this easement that the easement area shall be seeded, mulched, and restored to its previous or better condition subject to the grade and slope changes made as a part of the Project.

The said Grantors covenant that they have the right and authority to make and execute this agreement.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands this _____ day of _____, 2012.

Randy N. Gibbs

Kathleen A. Gibbs

STATE OF MISSOURI }
 }
County of Boone }

SS

On this _____ day of _____, 2012 before me, personally appeared **Randy N. Gibbs and Kathleen A. Gibbs**, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, Missouri, the day and year first above written.

, Notary Public

SUBORDINATION AGREEMENT

_____ hereby subordinates the lien of the deed of trust recorded as Document No. _____, in the Records of Boone County, Missouri, to the foregoing Declaration of Restrictions.

ATTEST:

by _____

Printed Name: _____

Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this ___ day of _____, 2012, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public
Print Name _____

My term expires:

TEMPORARY CONSTRUCTION EASEMENT
(BY A MISSOURI LIMITED LIABILITY COMPANY)

THIS AGREEMENT for temporary construction easement entered into this _____ day of _____, 2012, by and between **Turnberry Properties, LLC**, a Missouri Limited Liability Company of the County of Boone, of the State of Missouri, herein Grantor, and **The Robert M. LeMone Marital Trust dated January 27, 2004**, of the County of Boone, State of Missouri, herein Grantee, (Grantee's mailing address is: PO Box 577, Columbia, Missouri 65205).

WITNESSETH:

That the said Grantor, for the sum of one dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the said Grantee, a temporary easement to be in effect during the time of construction of the **Meyer Industrial Boulevard Extension Project** in Boone County, Missouri for the following purposes, namely: the right to enter upon, and permanently re-grade and re-slope the easement area, and to store materials, operate and park equipment on, over and across the easement area hereinafter described, which is situated in the County of Boone, State of Missouri, and described as follows:

See Exhibit - Temporary Construction Easement Legal Description

This easement shall expire upon final completion of the above described project and final acceptance by the Grantee. Grantee covenants by acceptance of this easement that the easement area shall be seeded, mulched, and restored to its previous or better condition subject to the grade and slope changes made as a part of the Project.

The said Grantor covenants that it has the right and authority to make and execute this agreement.

IN WITNESS WHEREOF, the said Grantor caused these presents to be signed
by its authorized agent this _____ day of _____, 2012.

By: _____
Thomas Owen Smith, partner

Raymond E. Braudis, partner

Exhibit “H”

Proposed Commission Order which, when entered by the Boone County Commission and delivered to Boone Central Title, will authorize Boone Central Title to effectuate the delivery of the deeds contemplated herein


COMMISSION ORDER:

Now on this day the County Commission of the County of Boone hereby directs Boone Central Title Company to effectuate delivery of the deeds it currently holds in escrow which relate to the extension of Meyer Industrial Drive, the same being necessary and appropriate at this time in order to facilitate the completion of said extension project.

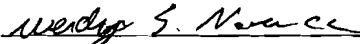
EXECUTED ON:

COUNTY OF BOONE

This 8 day of March, 2012.

By: 
Daniel K. Atwill, Presiding Commissioner

ATTEST:


Wendy S. Noren, Boone County Clerk

Approved as to Legal Form:

C.J. Dykhouse, County Counselor

Auditor Certification:

I hereby certify and a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract.

June Pitchford, County Auditor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 8th day of March 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the purchase and sale contract between Robert M. LeMone Trust, and Boone County, Missouri to purchase a 3.00 acre tract of land. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of March, 2012.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner

PURCHASE AND SALE CONTRACT

Formatted: Left: 72 pt, Right: 72 pt, Top: 78 pt, Bottom: 60 pt, Header distance from edge: 54 pt

THIS PURCHASE AND SALE CONTRACT ("Contract") dated as of the 8 day of March, 2012 (the "Effective Date"), is made by and between the Robert M. LeMone Marital Trust dated January 27, 2004 ("Seller"), and the County of Boone, a Missouri political subdivision ("Buyer").

1. CONVEYANCE. Subject to the terms and conditions set forth herein, Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, fee simple interest in the 3.00 acre tract of land depicted on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

2. PURCHASE PRICE. The purchase price to be paid by Buyer to Seller for the Property shall be \$303,831.00 (the "Purchase Price").

3. TITLE INSURANCE. Within 10 days after the Effective Date Buyer shall obtain a title insurance commitment for the Property (the "Commitment") issued by Boone-Central Title Company (the "Title Company"), in which the Title Company shall commit that, upon delivery and recording of the deed provided for herein, it will issue its policy of owner's title insurance insuring in Buyer, in the amount of the Purchase Price, fee simple title to the Property, subject only to the exceptions set forth therein, which may include real estate taxes on the Property for the year in which the closing of this Contract occurs (which shall be pro rated between the parties as of the date of closing), easements for existing utility lines of record, standard ALTA printed policy exceptions, all applicable laws and ordinances and any deeds of trust to be released at closing (the "Permitted Exceptions"). If the Commitment reveals any other exceptions to Seller's title to the Property, Buyer may object to any such exceptions by written notice given to Seller within 10 days after Buyer's attorney, C.J. Dykhouse, Boone County Counselor, 801 E. Walnut, Ste. 211, Columbia, Missouri 65201, has received the Commitment. If Seller is unable or unwilling to correct and remove any such exception so objected to by Buyer by the time of Closing, Buyer may, as Buyer's sole remedy, either cancel this Contract, in which event the parties shall have no further obligations to each other hereunder except those that are to survive cancellation under the terms hereof, or waive such objections and proceed with closing, in which event all such matters objected to by Buyer shall become Permitted Exceptions. Should Buyer fail to make such objections all matters shown in the Commitment shall be Permitted Exceptions. Should Buyer make such objections and a closing occurs, Buyer shall be deemed to have waived the objections to matters objected to which remain uncured by Seller. Upon Closing, Seller shall pay the premium due for issuance of the owner's policy of title insurance insuring in Buyer fee simple title to the Property in the amount of the Purchase Price, subject only to the Permitted Exceptions. Notwithstanding the foregoing, deeds of trust encumbering the Property shall not be Permitted Exceptions, Buyer shall not be obligated to object thereto, and Seller shall cause all such deeds of trust to be released at or prior to closing.

4. PLATTING. This Contract is contingent upon Seller, at Seller's cost, causing the property to be platted into a single lot in accordance with applicable subdivision regulations (the "Plat"), which shall state the number of acres contained within the lot rounded to the nearest 1/100th of an acres. If this contingency has not been satisfied by the time of closing, Buyer, as Buyer's sole remedy, may

cancel this Contract by notice to Seller, in which event, the parties shall have no further obligations hereunder except those declared by this Contract to survive the cancellation of this Contract.

5. EMINENT DOMAIN; DAMAGE. If prior to Closing all or any part of the Property is condemned or appropriated by public authority or any party exercising the right of eminent domain, or is threatened thereby, Seller will give Buyer written notice thereof, and if Buyer so chooses in Buyer's sole discretion, the parties shall proceed under this Contract notwithstanding such condemnation without a reduction in the Purchase Price, in which event, conditioned only on closing, the right to receive any award Seller is otherwise entitled to receive in any such proceeding, shall be assigned to Buyer, or, if said award has already been paid to Seller prior to closing, said award shall reduce the Purchase Price to be paid by Buyer at closing by the amount of such award paid to Seller, and should said condemnation have occurred prior to closing, that portion of the Property condemned shall be excluded from the sale. Notwithstanding anything contained herein, in the event of such condemnation, if Buyer chooses, in Buyer's sole discretion, to cancel this Contract due to such condemnation, the Buyer shall deliver notice of cancellation to the Seller within 10 days of receipt by Buyer of written notice of such condemnation from Seller and thereupon the parties shall have no further obligations hereunder excepting those declared by this Contract to survive the cancellation of this Contract. Buyer agrees not to take any action to condemn the Property.

6. CONDITION OF PROPERTY. Buyer shall purchase the Property in "as is" condition, with all defects, if any, open and obvious, hidden or latent, known or unknown, and without any warranties by Seller as to the physical condition thereof.

7. DEED. At closing Seller shall convey the Property to Buyer by general warranty deed, conveying good and marketable title and containing all the usual and customary warranties of title contained in general warranty deeds in the state of Missouri, conveying the Property to Seller free and clear of all liens, encumbrances and other exceptions to title except the Permitted Exceptions.

8. TAXES AND ASSESSMENTS. Seller shall pay all real estate taxes on the Property for all years prior to the year in which the closing occurs. All real estate taxes not yet due for the year of closing shall be prorated through the date of closing. The proration of such taxes shall be based on the most recent tax bill if the then current years taxes are unknown at the time of closing.

9. CLOSING.

(a) Date. The Closing of this Contract shall take place on the first weekday which is not a state of Missouri or national holiday following the expiration of 15 days after the contingency described in Paragraph 4 above is satisfied, or on such other date as the parties may mutually agree. The closing shall be conducted at 10 a.m. on the date of closing at the offices of the Title Company in Columbia, Missouri.

(b) Documents from Seller. Seller shall, at Seller's sole cost and expense, deliver at closing the following executed documents in form and content reasonably acceptable to Buyer:

(i) Deed. Seller shall deliver a warranty deed as described above. The description of the Property contained in the Plat called for above shall be used in said Deed.

(ii) Affidavits. Affidavit(s) stating that (1) vacant possession of the Property is being delivered; (2) there are no unrecorded or oral leases or contracts affecting the Property; (3) there are no unrecorded liens against the Property; (4) Seller is not a foreign person; and (5) there have been no

recent improvements to the Property for which mechanics liens may be asserted which have not been paid for excepting only for work or materials performed or provided at Buyer's request.

(iii) Closing Statement. Seller's closing statement.

(iv) Other Documents. Such other documents required by this Contract and/or which Buyer or the Title Company may reasonably require, including but not limited to, a certificate of good standing from the state of Missouri and a certified copy of a resolution of the members of Seller evidencing the authority to sell the Property pursuant to this Contract.

(c) Documents from Buyer. Buyer shall deliver at closing the following executed documents:

(i) Closing Statement. Buyer's closing statement.

(ii) Other Documents. Such other documents required by this Contract and/or which Seller or the Title Company may reasonably require.

(d) Payment. At Closing, Buyer shall pay the Purchase Price, subject to any applicable reimbursements, adjustments, or credits (such as, without limitation, proration of real estate taxes or closing costs) by official County check, wire transferred funds, or by cashier's check.

(e) Real Estate Taxes. General and special real estate taxes and other state or city taxes affecting the Property shall be prorated between Seller and Buyer as of the Closing date.

(f) Recording Fees. The recording fees for Seller's deed shall be Buyer's expense.

(g) Brokers. Each party represents to the other that it has had no dealing with any broker or agent with respect to the transaction contemplated herein, and each party will indemnify the other from and against any claim for commission asserted by any such broker or such person retained by the indemnifying party.

(h) Escrow Fees. Any escrow and/or closing fees charged by the Title Company shall be paid by Buyer and Seller in equal shares at closing.

10. NOTICE. All notices, demands, or other communications of any type given, or required to be given, pursuant to this Contract shall be in writing and shall be delivered to the address of the party to whom the notice is directed, by hand delivery, or by United States certified mail, return receipt requested, postage prepaid or by facsimile transmission to the parties at the following addresses or facsimile numbers:

If to Seller:

Robert M. Lemone Marital Trust
P.O. Box 577
Columbia, MO 65205
Facsimile: (573) 817-8754

With copies to:
Jay Burchfield
3316 LeMone Industrial Blvd.
Columbia, MO 65201
Facsimile: (573) 449-7300

Phebe La Mar
Smith Lewis, LLP

P.O. Box 918
111 South Ninth Street, Suite 200
Columbia, MO 65205-0918
Facsimile: (573) 442-6686

If to Buyer:

Boone County Resource Management
c/o Natalie Meighan
801 E. Walnut, Room 315
Columbia, MO 65201-7730
Facsimile: (573) 886-4340

With a copy to
CJ Dykhouse
County Counselor
801 E. Walnut, Suite 211
Columbia, MO 65201
Facsimile: (573) 886-4413

Any notice given by personal delivery will be deemed effective when delivered to the addresses listed above. Any notice given by United States Mail will be deemed effective on the business day deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as set forth above. Any notice sent by facsimile shall be deemed given by the date reflected by the facsimile confirmation receipt. Any notice that may be given by either party in connection with this Contract may be given by such party's attorney.

11. MISCELLANEOUS. No term or condition of this Contract will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. This Contract constitutes the entire Contract of the parties which incorporates and supersedes all prior written and oral understandings. This Contract shall be binding upon, and inure to the benefit of, the parties, their heirs, executors, personal representatives, nominees, successors or assigns. The obligations of this Contract shall survive the closing of this Contract.

12. TIME. Time is of the essence of this Contract and each provision hereof. The time in which any act required or permitted by this Contract is to be performed shall be determined by excluding the day upon which the event occurs, from whence the time commences.

13. ATTORNEYS' FEES/ENFORCEMENT. Each party shall be responsible for its own attorneys' fees in connection with this Contract and the transaction contemplated hereby. However, in the event that either party commences suit to recover damages arising from a breach of this Contract or otherwise to seek enforcement hereof, the prevailing party shall be entitled to an award of reasonable attorneys' fees, together with court costs and litigation expenses reasonably incurred and actually paid. In the event of a breach of this Contract by a party, the non-breaching party shall have all remedies available at law or in equity to enforce this Contract.

14. COUNTERPARTS AUTHORIZED. This Contract may be executed in two or more counterparts which, when taken together and signed by all parties contemplated herein, shall form the Agreement between the parties.

IN WITNESS WHEREOF, the Seller and Buyer have caused this Contract to be executed as of the date first written above.

EXECUTED ON: **ROBERT M. LEMONE MARITAL TRUST**

This ___ day of _____, 2012.

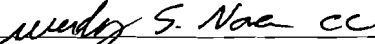
By: _____
Patricia R. Coriden, Senior Vice-President of
Central Trust and Investment Company, Trustee

EXECUTED ON: **COUNTY OF BOONE**

This 8 day of March, 2012.

By: 
Daniel K. Atwill, Presiding Commissioner

ATTEST:


Wendy S. Noren, Boone County Clerk

Approved as to Legal Form:

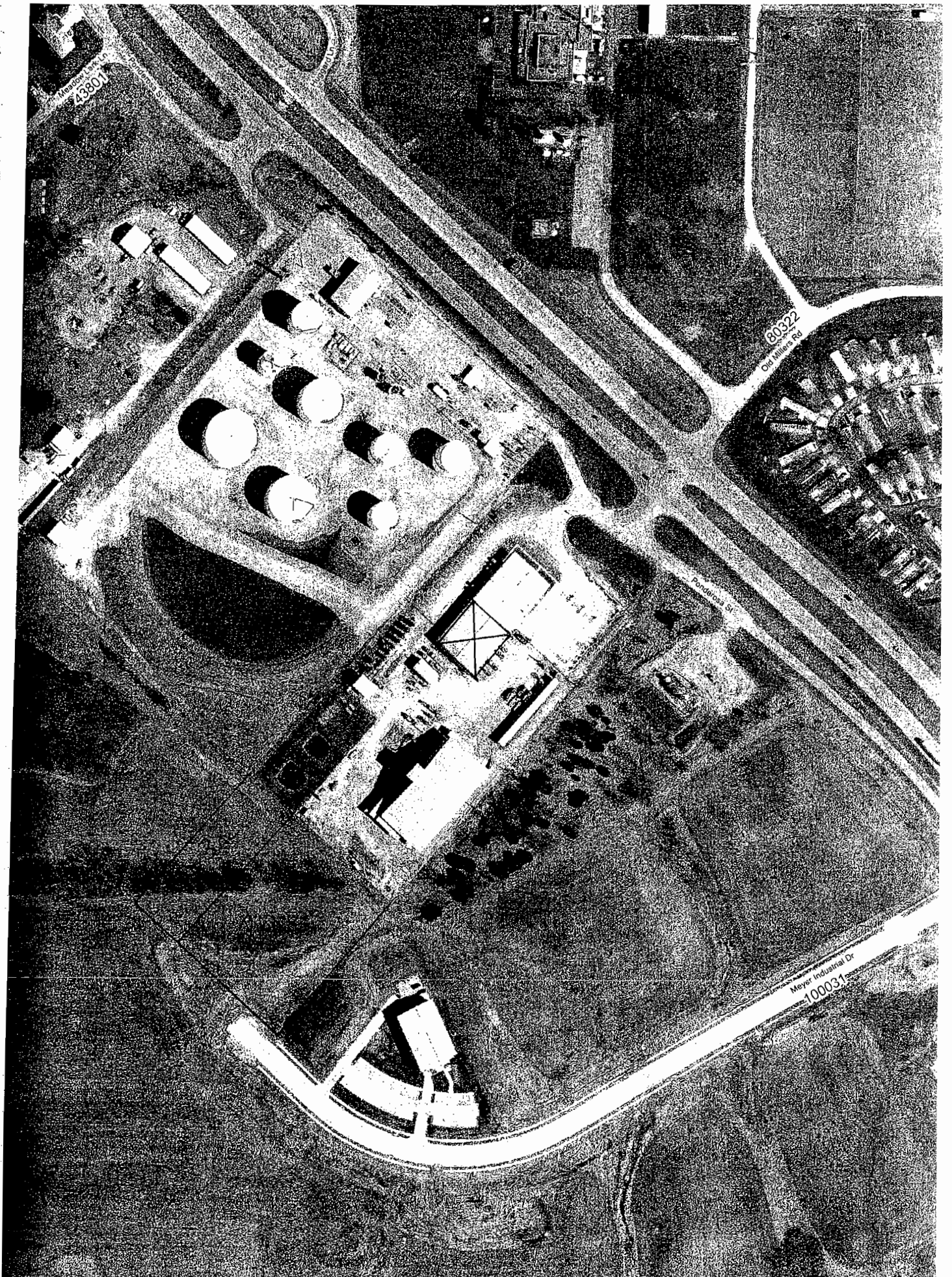
C.J. Dykhouse, County Counselor

Auditor Certification:

I hereby certify and a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract.

June Pitchford, County Auditor

Exhibit A
Depiction of the Property
(see attached)



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 8th day of March 20 12

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 amendment for the extension of Meyer Industrial Blvd and the purchase of a section of land along Meyer Industrial Blvd:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2045	3451	PW-Design & Construction	State Reimb – Grant/ Program/ Othr		597,874.00
2045	91800	PW-Design & Construction	Land		54,500.00
2045	84200	PW-Design & Construction	Other Contracts		768,537.00

Done this 8th day of March, 2012.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner

Land Purchase

Original Budget	\$250,000
Less:	
Purchase price of lot	(\$303,831)
Estimated closing costs	<u>(\$500)</u>
Budget Amendment Needed	(\$54,331)
Rounded to	\$54,500

Caryn Ginter - Fwd: Re: Meyer Industrial / Sale Contract -- ATTORNEY-CLIENT PRIVILEGED

From: CJ Dykhouse
To: Atwill, Dan; Elkin, Skip; Miller, Karen
Date: 2/22/2012 11:02 AM
Subject: Fwd: Re: Meyer Industrial / Sale Contract -- ATTORNEY-CLIENT PRIVILEGED
CC: Campbell, Derin; Ginter, Caryn; Meighan, Natalie; Pitchford, June; Shawver, Stan

Good morning, Commissioners.

I received the below email from Phebe regarding the lot purchase. This would result in an increase in that purchase price from the \$295,000 we discussed yesterday to the new price of \$303,831, or an increase of \$8,831.00. (This is based upon what is being represented as a more complete calculation of our agreed-to metric of \$2.25 per square foot).

I visited with June and Caryn after our meeting, and I know that Caryn is working on the budget amendment documentation this morning in preparation for your meeting tomorrow. Given that timing, I think we need some direction on how to proceed.

Is the Commission okay with the purchase price of the lot being \$303,831?

I've copied all of the internal stakeholders on this email so everyone can be in the loop on your replies. Thanks, Commissioners.

CJ

CJ Dykhouse
County Counselor
Boone County, Missouri
301 E. Walnut, Ste. 211
Columbia, Missouri 65201
573-886-4414

PRIVILEGED AND CONFIDENTIAL

This e-mail contains CONFIDENTIAL INFORMATION which may also be LEGALLY PRIVILEGED and 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.

>>> Phebe LaMar <LaMar@smithlewis.com> 2/22/2012 10:54 AM >>>

CJ-

When I just met with Brian Harrington he said that lining up the lot the County is buying, it is 3.1 acres, which would result in a purchase price of \$303,831. Otherwise we are fine with the purchase contract. The fax number for the Trust is 817-8754.

Phebe La Mar

----- Original message -----

Subject: Meyer Industrial / Sale Contract
From: CJ Dykhouse <CDykhouse@boonecountymo.org>
To: Phebe LaMar <LaMar@smithlewis.com>

CC: Natalie Meighan <NMeighan@boonecountymmo.org>

Phebe,

Good morning.

Attached please find the final Development Agreement (your 2-7-2012 version) and the Land Purchase Contract with some suggested, tracked edits. Also attached is what I propose we use as Exhibit "A" to the Land Purchase Contract.

As we discussed via telephone, the Development Agreement, the Land Purchase Contract, and the Budget Amendment to support both of those are on the agenda for first reading on Thursday, 2/23. The Budget Amendment must have 10 days between first and second reading, which is when we should be able to second read everything. The MoDOT agreement should be tracking along with these other three action items by then, too.

Please get back with me at your earliest convenience on the Land Purchase Agreement, as I'd like to have a final version for the Commissioners to consider tomorrow.

Thanks, Phebe.

CJ

CJ Dykhouse
County Counselor
Boone County, Missouri
801 E. Walnut, Ste. 211
Columbia, Missouri 65201
573-886-4414

PRIVILEGED AND CONFIDENTIAL

This e-mail contains CONFIDENTIAL INFORMATION which may also be LEGALLY PRIVILEGED and 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.

DRAFT

PURCHASE AND SALE CONTRACT

*Ant of land + purchase
price will increase*

THIS PURCHASE AND SALE CONTRACT ("Contract") dated as of the ___ day of _____, 2012 (the "Effective Date"), is made by and between the Robert M. LeMone Marital Trust dated January 27, 2004 ("Seller"), and the County of Boone, a Missouri political subdivision ("Buyer").

\$303,831

1. CONVEYANCE. Subject to the terms and conditions set forth herein, Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, fee simple interest in the 2.00 acre tract of land depicted on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

2. PURCHASE PRICE. The purchase price to be paid by Buyer to Seller for the Property shall be \$196,000 (the "Purchase Price"). Should the Plat called for below show that the Property contains less than 2.00 acres the Purchase Price shall be reduced by the difference between 2.00 acres and the number of acres actually contained in the Property as shown on the Plat multiplied by \$98,010. Should the Plat called for below show that the Property contains more than 2.00 acres the Purchase Price shall be increased by the difference between 2.00 acres and the number of acres actually contained in the Property as shown on the Plat multiplied by \$98,010. The Purchase Price shall be payable (plus or minus pro-rations as hereinafter provided) in full by cashier's check or wire transfer at closing.

3. TITLE INSURANCE. Within 10 days after the Effective Date Buyer shall obtain a title insurance commitment for the Property (the "Commitment") issued by Boone-Central Title Company (the "Title Company"), in which the Title Company shall commit that, upon delivery and recording of the deed provided for herein, it will issue its policy of owner's title insurance insuring in Buyer, in the amount of the Purchase Price, fee simple title to the Property, subject only to the exceptions set forth therein, which may include real estate taxes on the Property for the year in which the closing of this Contract occurs (which shall be pro rated between the parties as of the date of closing), easements for existing utility lines of record, standard ALTA printed policy exceptions, all applicable laws and ordinances and any deeds of trust to be released at closing (the "Permitted Exceptions"). If the Commitment reveals any other exceptions to Seller's title to the Property, Buyer may object to any such exceptions by written notice given to Seller within 10 days after Buyer has received the Commitment. If Seller is unable or unwilling to correct and remove any such exception so objected to by Buyer by the time of Closing, Buyer may, as Buyer's sole remedy, either cancel this Contract, in which event the parties shall have no further obligations to each other hereunder except those that are to survive cancellation under the terms hereof, or waive such objections and proceed with closing, in which event all such matters objected to by Buyer shall become Permitted Exceptions. Should Buyer fail to make such objections all matters shown in the Commitment shall be Permitted Exceptions. Should Buyer make such objections and a closing occurs, Buyer shall be deemed to have waived the objections to matters objected to which remain uncured by Seller. Upon Closing, Seller shall pay the premium due for issuance of the owner's policy of title insurance insuring in Buyer fee simple title to the Property in the amount of the Purchase Price, subject only to the Permitted Exceptions. Notwithstanding the foregoing, deeds of trust encumbering the Property shall not be Permitted Exceptions, Buyer shall not be obligated to object thereto, and Seller shall cause all such deeds of trust to be released at or prior to closing.

4. PLATTING. This Contract is contingent upon Seller, at Seller's cost, causing the property to be platted into a single lot in accordance with applicable subdivision regulations (the "Plat"), which shall state the number of acres contained within the lot rounded to the nearest 1/100th of an acres. If this contingency has not been satisfied by the time of closing, Buyer, as Buyer's sole remedy, may cancel this Contract by notice to Seller, in which event, the parties shall have no further obligations hereunder except those declared by this Contract to survive the cancellation of this Contract.

5. EMINENT DOMAIN; DAMAGE. If prior to Closing all or any part of the Property is condemned or appropriated by public authority or any party exercising the right of eminent domain, or is threatened thereby, Seller will give Buyer written notice thereof, and if Buyer so chooses in Buyer's sole discretion, the parties shall proceed under this Contract notwithstanding such condemnation without a reduction in the Purchase Price, in which event, conditioned only on closing, the right to receive any award Seller is otherwise entitled to receive in any such proceeding, shall be assigned to Buyer, or, if said award has already been paid to Seller prior to closing, said award shall reduce the Purchase Price to be paid by Buyer at closing by the amount of such award paid to Seller, and should said condemnation have occurred prior to closing, that portion of the Property condemned shall be excluded from the sale. Notwithstanding anything contained herein, in the event of such condemnation, if Buyer chooses, in Buyer's sole discretion, to cancel this Contract due to such condemnation, the Buyer shall deliver notice of cancellation to the Seller within 10 days of receipt by Buyer of written notice of such condemnation from Seller and thereupon the parties shall have no further obligations hereunder excepting those declared by this Contract to survive the cancellation of this Contract. Buyer agrees not to take any action to condemn the Property.

6. CONDITION OF PROPERTY. Buyer shall purchase the Property in "as is" condition, with all defects, if any, open and obvious, hidden or latent, known or unknown, and without any warranties by Seller as to the physical condition thereof.

7. DEED. At closing Seller shall convey the Property to Buyer by general warranty deed, conveying good and marketable title and containing all the usual and customary warranties of title contained in general warranty deeds in the state of Missouri, conveying the Property to Seller free and clear of all liens, encumbrances and other exceptions to title except the Permitted Exceptions.

8. TAXES AND ASSESSMENTS. Seller shall pay all real estate taxes on the Property for all years prior to the year in which the closing occurs. All real estate taxes not yet due for the year of closing shall be prorated through the date of closing. The proration of such taxes shall be based on the most recent tax bill if the then current years taxes are unknown at the time of closing.

9. CLOSING.

(a) Date. The Closing of this Contract shall take place on the first weekday which is not a state of Missouri or national holiday following the expiration of 15 days after the contingency described in Paragraph 4 above is satisfied, or on such other date as the parties may mutually agree. The closing shall be conducted at 10 a.m. on the date of closing at the offices of the Title Company in Columbia, Missouri.

(b) Documents from Seller. Seller shall, at Seller's sole cost and expense, deliver at closing the following executed documents in form and content reasonably acceptable to Buyer:

(i) Deed. Seller shall deliver a warranty deed as described above. The description of

the Property contained in the Plat called for above shall be used in said Deed.

(ii) Affidavits. Affidavit(s) stating that (1) vacant possession of the Property is being delivered; (2) there are no unrecorded or oral leases or contracts affecting the Property; (3) there are no unrecorded liens against the Property; (4) Seller is not a foreign person; and (5) there have been no recent improvements to the Property for which mechanics liens may be asserted which have not been paid for excepting only for work or materials performed or provided at Buyer's request.

(iii) Closing Statement. Seller's closing statement.

(iv) Other Documents. Such other documents required by this Contract and/or which Buyer or the Title Company may reasonably require, including but not limited to, a certificate of good standing from the state of Missouri and a certified copy of a resolution of the members of Seller evidencing the authority to sell the Property pursuant to this Contract.

(c) Documents from Buyer. Buyer shall deliver at closing the following executed documents:

(i) Closing Statement. Buyer's closing statement.

(ii) Other Documents. Such other documents required by this Contract and/or which Seller or the Title Company may reasonably require.

(d) Payment. At Closing, Buyer shall pay the Purchase Price, subject to any applicable reimbursements, adjustments, or credits (such as, without limitation, proration of real estate taxes or closing costs) by wire transferred funds or by cashier's check.

(e) Real Estate Taxes. General and special real estate taxes and other state or city taxes affecting the Property shall be prorated between Seller and Buyer as of the Closing date.

(f) Recording Fees. The recording fees for Seller's deed shall be Buyer's expense.

(g) Brokers. Each party represents to the other that it has had no dealing with any broker or agent with respect to the transaction contemplated herein, and each party will indemnify the other from and against any claim for commission asserted by any such broker or such person retained by the indemnifying party.

(h) Escrow Fees. Any escrow and/or closing fees charged by the Title Company shall be paid by Buyer and Seller in equal shares at closing.

10. NOTICE. All notices, demands, or other communications of any type given, or required to be given, pursuant to this Contract shall be in writing and shall be delivered to the address of the party to whom the notice is directed, by hand delivery, or by United States certified mail, return receipt requested, postage prepaid or by facsimile transmission to the parties at the following addresses or facsimile numbers:

If to Seller:

Robert M. Lemone Marital Trust
P.O. Box 577
Columbia, MO 65205
Facsimile: (573) _____

With copies to:
Jay Burchfield
3316 LeMone Industrial Blvd.

Columbia, MO 65201
Facsimile: (573) 449-7300

Phebe La Mar
Smith Lewis, LLP
P.O. Box 918
111 South Ninth Street, Suite 200
Columbia, MO 65205-0918
Facsimile: (573) 442-6686

If to Buyer:

Boone County Resource Management
c/o Natalie Meighan
801 E. Walnut, Room 315
Columbia, MO 65201-7730
Facsimile: (573) _____

With a copy to
CJ Dykhouse
County Counselor
801 E. Walnut, Suite 211
Columbia, MO 65201
Facsimile: (573) _____

Any notice given by personal delivery will be deemed effective when delivered to the addresses listed above. Any notice given by United States Mail will be deemed effective on the business day deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as set forth above. Any notice sent by facsimile shall be deemed given by the date reflected by the facsimile confirmation receipt. Any notice that may be given by either party in connection with this Contract may be given by such party's attorney.

11. MISCELLANEOUS. No term or condition of this Contract will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. This Contract constitutes the entire Contract of the parties which incorporates and supersedes all prior written and oral understandings. This Contract shall be binding upon, and inure to the benefit of, the parties, their heirs, executors, personal representatives, nominees, successors or assigns. The obligations of this Contract shall survive the closing of this Contract.

12. TIME. Time is of the essence of this Contract and each provision hereof. The time in which any act required or permitted by this Contract is to be performed shall be determined by excluding the day upon which the event occurs, from whence the time commences.

13. ATTORNEYS' FEES/ENFORCEMENT. Each party shall be responsible for its own attorneys' fees in connection with this Contract and the transaction contemplated hereby. However, in the event that either party commences suit to recover damages arising from a breach of this Contract or

otherwise to seek enforcement hereof, the prevailing party shall be entitled to an award of reasonable attorneys' fees, together with court costs and litigation expenses reasonably incurred and actually paid. In the event of a breach of this Contract by a party, the non-breaching party shall have all remedies available at law or in equity to enforce this Contract.

IN WITNESS WHEREOF, the Seller and Buyer have caused this Contract to be executed as of the date first written above.

EXECUTED ON:

ROBERT M. LEMONE MARITAL TRUST

This ___ day of _____, 2012.

By: _____
Patricia R. Coriden, Senior Vice-President of
Central Trust and Investment Company, Trustee

EXECUTED ON:

COUNTY OF BOONE

This ___ day of _____, 2012.

By: _____
Daniel K. Atwill, Presiding Commissioner

ATTEST:

Wendy S. Noren, Boone County Clerk

Approved as to Legal Form:

C.J. Dykhouse, County Counselor

Auditor Certification:

I hereby certify and a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract.

June Pitchford, County Auditor

Exhibit A
Depiction of the Property

(see attached)

CCO Form: DE07

Approved: 07/97 (DPP)

Revised: 04/09 (MRA)

Modified: 03/11 (AR)

Cost Apportionment Agreement

Route: Meyer Industrial Road

County: Boone

Job No.:J5P0738

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST APPORTIONMENT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the County of Boone, Missouri (hereinafter, "County").

WITNESSETH:

WHEREAS, the Commission owns and maintains Route 63 and the Route 63 west outer road known as Ponderosa Street in Boone County as part of the State Highway System, and the County owns and maintains Meyer Industrial Drive in Boone County as part of the County Roadway System; and

WHEREAS, Ponderosa Street currently has an approximate 0.6 mile gap in front of Magellan Pipeline which prohibits continuous traffic flow on the outer road. Given the importance and need for this gap to be constructed to facilitate continuous traffic flow and improve safety, the Commission planned to construct the 0.6 mile gap of Ponderosa Street as part of the Route 63 improvements (J5P0738); and

WHEREAS, the County's transportation plans for the future development of its infrastructure system include extension of Meyer Industrial Drive to Ponderosa Street which would provide a continuous connection of the outer road and also facilitate continuous traffic flow and improve safety for travelers on the Commission's state highway system in the same manner as would the Commission's extension of Ponderosa Drive would.

WHEREAS the Commission is willing to cancel its Ponderosa Drive extension project and provide the funding that would have otherwise been spent on the Ponderosa Drive extension to the County for the County to accelerate its plan of construction of Meyer Industrial Drive extension; and

WHEREAS, the County is willing to accelerate its plan of construction of Meyer Industrial Drive extension with state funds provided by the Commission under J5P0738, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

- (1) PURPOSE: It is the intent of this Agreement that the Commission shall

actual project costs. The total project cost will include preliminary engineering, right of way acquisition, utility relocation, project construction, and work inspection. The County will be responsible for all costs associated with the improvements in excess of the Commission's maximum contribution identified in this subsection.

(B) The Commission will deliver state funding no earlier than July 1, 2011 by electronic funds transfer under J5P0738 within 30 days of receipt of a written request from the County. In consideration for this payment, the County shall construct the extension of Meyer Industrial Drive to Ponderosa Street, as shown in "Exhibit A." The County shall use these funds exclusively for the construction of the roadway improvements as identified in this Agreement. The extension of Meyer Industrial Drive shall be complete and open to traffic within three (3) years of execution of this agreement. Upon completion of said project, any excess money contributed by the Commission that is not used toward the actual project costs shall be refunded to the Commission.

(5) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the County shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the County's wrongful or negligent performance of its obligations under this Agreement.

(B) The County will require any contractor procured by the County to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer, or district engineer's authorized representative, prior to working on the Commission's property, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer, or district engineer's authorized representative, will not be required for work outside of the Commission's property; and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections

prior to construction of the improvements.

(12) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the County shall construct the extension of Meyer Industrial Drive in accordance with final detailed plans.

(13) MAINTENANCE: Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), county-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(14) COUNTY TO MAINTAIN: Upon completion of construction of this improvement, the County shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the County street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(15) POLICE POWERS: It is the intent of the parties to this Agreement that the County shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the County will enact, keep in force, and enforce only such regulations relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(16) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the County shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(17) WITHHOLDING OF FUNDS: In the event that the County fails, neglects, or refuses to enact, keep in force or enforce regulations specified or enacts regulations contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the County for compliance and the County's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the County.

(18) AMENDMENTS: Any change in this Agreement, whether by modification

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

BOONE COUNTY

By _____

By _____

Title _____

Title _____

ATTEST:

By _____

Secretary to the Commission

Title _____

APPROVED AS TO FORM:

By _____

Commission Counsel

Title _____

ATTEST:

By _____

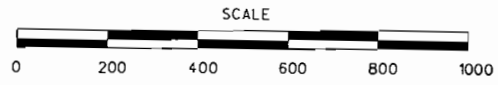
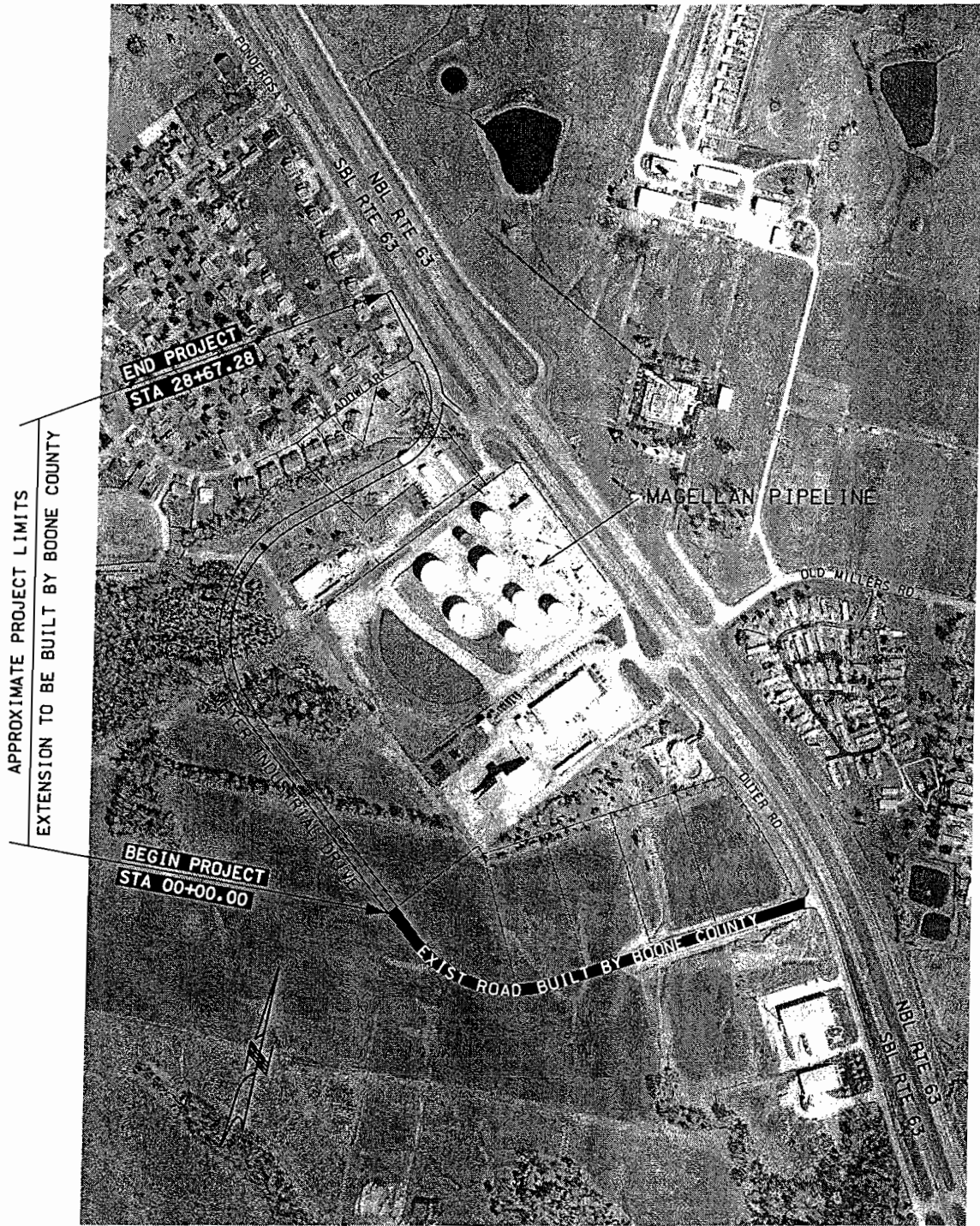
Title _____

APPROVED AS TO FORM:

By _____

Title _____

EXHIBIT A BOONE COUNTY



DRAFT

DEVELOPMENT AGREEMENT
FOR EXTENSION OF MEYER INDUSTRIAL DRIVE

This Development Agreement (the "Development Agreement") entered into this ___ day of _____, 2012, (the "Effective Date") by and between the Robert M. LeMone Marital Trust dated January 27, 2004, as amended ("LeMone Trust"), Harold Wayne Cunningham and Wanda Sue Cunningham ("the Cunninghams" or "Cunningham"), Randy N. Gibbs and Kathleen A. Gibbs ("the Gibbs" or "Gibbs"), Turnberry Properties, LLC, a Missouri limited liability Company ("Turnberry"), and the County of Boone, a Missouri political subdivision, ("County"). The foregoing are hereinafter sometimes individually referred to as a ("Party") and collectively referred to as the ("Parties").

RECITALS:

WHEREAS, LeMone Trust owns certain parcels of property depicted in Exhibit "A" and Exhibit "B"; and;

WHEREAS, the Cunninghams own a certain parcel of property depicted in Exhibit "C"; and

WHEREAS, the Gibbs own a certain parcel of property depicted in Exhibit "D"; and

WHEREAS, Turnberry own a certain parcel of property depicted in Exhibit "E", and

WHEREAS, County desires to extend Meyer Industrial Drive, in cooperation with the Missouri Highways and Transportation Commission, as part of a larger, unrelated project that includes the creation of an overpass over Highway 63 at Highway H; and

WHEREAS, LeMone Trust has expressed a desire to coordinate with and participate in the construction of the Meyer Industrial Drive extension in connection with the planned improvements on the LeMone Trust property; and

WHEREAS, the construction of the extension of Meyer Industrial Drive would involve two phases, the first phase being exclusively on the real property currently owned by LeMone Trust as shown in Exhibits A and B and the second phase being on property depicted in Exhibits C, D, and E, which would ultimately connect Meyer Industrial Drive to Ponderosa Street such that Meyer Industrial Drive will become a through street, connecting with Ponderosa Street at two, separate intersections; and

WHEREAS, County, in cooperation with the Missouri Highways and Transportation Commission, is willing to provide some public resources toward the construction and improvements relating to the second phase of the construction of Meyer Industrial Drive Extension; and

WHEREAS, the Parties (other than the County) would benefit from the proposed improvements and land transfers contemplated herein in that the extension project will make all of their properties more desirable; and

LeMone Trust has agreed to phase the Project such that Phase I will be that portion of the Project which begins at the current terminal point of Meyer Industrial Drive and will consist of all work on the LeMone Trust Property; Phase II will be that portion of the Project which begins at the southern boundary of the Cunningham property shown in Exhibit C and runs through the new connection with Ponderosa Street. The layout of the entire Project, as proposed, is as depicted in Exhibit F.

- a. It is contemplated that Phase I will be undertaken by LeMone Trust in connection with its platting of its property, and all work shall be completed before the Final Plat is presented to the County for acceptance of all required right-of-way and other public easements. All dedications of required right-of-way, utility easements, stormwater easements and any other public dedications on the LeMone Trust Property will be indicated on the Final Plat contemplated herein.
- b. It is contemplated that Phase II will be undertaken by LeMone Trust, in coordination with its handling of Phase I of the Project, and that Phase II of the Project is the portion for which the County will participate in cost-sharing for the improvements as set out herein. As such, LeMone Trust agrees that the contractor it employs for the road construction activity of the Project shall be subject to, and will comply with, the provisions of the Missouri Prevailing Wage Law as to Phase II construction activity, it being the intent of all parties that no public funds shall be used for the design and construction activity associated with Phase I.

4. **LeMone Trust Agreements:** In connection with the Project, LeMone Trust specifically agrees to the following:

- a. LeMone Trust's obligations set forth herein are contingent on the following:
 - i. The Boone County Auditor certifying that there is a sufficient, unencumbered balance of funds appropriated for the County's financial obligations contemplated herein in excess of \$666,874.00, which reflects County's financial obligations contemplated in Paragraphs 8(a), 8(k) and 8(l).
 - ii. All escrowed deeds contemplated herein being deposited with Boone Central Title Company for later delivery as contemplated in Paragraph 9.
- b. LeMone Trust will contract with Allstate Consultants, LLC for the design of the road, Phase I and Phase II. County must approve all of the design plans prior to the commencement of any work on the Project. Said design plans shall be in accordance with the County's standard specifications, when applicable, and in conformance with all applicable federal, state and local rules, regulations and ordinances. The design shall include specifications for the roadway, all right-of-way and other public easements, all utility easements, extensions of water and sewer lines, driveway access, as appropriate, and stormwater conveyance and treatment along with special provisions for stormwater as described in paragraph 8(f) of this Agreement, all of which shall appear as public dedications in the final plat contemplated herein. The actual driveway locations shown on the plans shall be coordinated with the serving property owners and approved by County. County will pay LeMone Trust an amount not to exceed Thirty Thousand Dollars (\$30,000.00) for the design work associated with Phase II of the project as set out in Paragraph 8(a).

the LeMone Trust to Cunninghams. Said conveyances will be held in escrow with Boone Central Title Company, thereby preventing delivery of the deed, and handled as per the “Deeds In Escrow” provisions of this Agreement.

- g. LeMone Trust will submit an appropriate rezoning application for the property owned by LeMone Trust, including the strip of land it will own that sits between the Project and the properties owned by the Cunninghams and Magellan Pipeline Company.
- h. LeMone Trust will obtain all necessary permits for the construction work contemplated herein.
- i. LeMone Trust will cooperate with County in the new addressing of the LeMone Trust property so as to configure it with a potential Ponderosa Street address.
- j. LeMone Trust will comply with all applicable laws, ordinances and regulations in effect at the time of the approval of the final subdivision plat approval when fulfilling its obligations under this Agreement.
- k. At the County’s option, LeMone Trust and its Contractor(s) will cooperate with the County to obtain, at County’s cost, a Performance Bond which will ensure completion of the Project in accordance with the final plans as approved by the County, including the execution of any documents reasonably necessary to obtain a Performance Bond in a form acceptable to County.
- l. LeMone Trust will obtain warranties from its contractor(s) warranting the public improvements contemplated as part of the Project will be free from defects for a period of at least one (1) year from the date that the County accepts the last public improvement completed by LeMone Trust. All warranties will name the County as an intended beneficiary.
- m. Events of Default: Subject to force majeure and any applicable cure periods, the following conditions, occurrences or actions will constitute a default by LeMone Trust under this Development Agreement:
 - i. LeMone Trust’s failure to commence construction of the Project by the date set forth in this Agreement; or
 - ii. LeMone Trust’s failure to complete construction of the Project by the date set forth in this Agreement; or
 - iii. LeMone Trust’s failure to perform work within the Site for a period of more than sixty (60) consecutive days after work commences; or
 - iv. LeMone Trust’s insolvency, the appointment of a receiver for LeMone Trust or the filing of a voluntary or involuntary petition in bankruptcy respecting LeMone Trust; or
 - v. Foreclosure of any lien against all or a portion of the Site or assignment or conveyance or the Site in lieu of foreclosure which materially and adversely affects the Project.
- n. County’s Rights Upon Default: The County will have the right to complete the Project itself or contract with a third party for completion of the Project in the event of a default by LeMone Trust. LeMone Trust hereby grants to the County, its successors, assigns, agents, contractors and employees, a nonexclusive right, license and easement to enter the Site for the purposes of constructing, maintaining, and repairing the Project. In addition, the County may suspend any payments hereunder to LeMone Trust. These remedies are cumulative in nature.
- o. Inspection rights: LeMone Trust agrees to permit the County to make routine inspections of the Project to determine compliance with specifications and, at reasonable times, to

- e. Gibbs will execute, but not deliver, an appropriate conveyance document prepared by the County conveying all right, title and interest in Area #3, as depicted in Exhibit F, to Turnberry, after first executing, but not delivering, an appropriate conveyance document prepared by the County of any public easements necessary to complete the Project over its property as depicted in Area #3 on Exhibit F. All parties to this Agreement stipulate and agree that the conveyance of any public easements shall be deemed to have occurred prior to the conveyance of the remaining property interests from the Gibbs to Turnberry. Said conveyances will be held in escrow with Boone Central Title Company, thereby preventing delivery of the deed, and handled as per the "Deeds In Escrow" provisions of this Agreement.
- f. Gibbs will execute, but not deliver, an appropriate conveyance document prepared by the County conveying all right, title and interest in Area #8, as depicted in Exhibit F, to Cunninghams, after first executing, but not delivering, an appropriate conveyance document prepared by the County of any public easements necessary to complete the Project over its property as depicted in Area #8 on Exhibit F. All parties to this Agreement stipulate and agree that the conveyance of any public easements shall be deemed to have occurred prior to the conveyance of the remaining property interests from the Gibbs to Cunninghams. Said conveyances will be held in escrow with Boone Central Title Company, thereby preventing delivery of the deed, and handled as per the "Deeds In Escrow" provisions of this Agreement.
- g. Gibbs will cooperate with County in the new addressing of the Gibbs property so as to configure it with a Meyer Industrial Drive or Ponderosa Street address.
- h. Gibbs will execute any necessary easement documents for any driveway access onto Ponderosa Street, which is subject to approval by the Missouri Highways and Transportation Commission.
- i. Gibbs will complete the demolition of his structure as necessary for the Project within 90 days of receiving notice from County to do so. Gibbs will obtain all necessary permits for said demolition.

7. **Turnberry Agreements:** In connection with the Project, Turnberry specifically agree to the following:

- a. Turnberry currently owns Area #4 and #5 as depicted in Exhibit F.
- b. Turnberry will execute the contemplated re-plat petition, as well as execute the contemplated preliminary and final plats as required to complete the Project, prepared by others.
- c. Turnberry will execute, but not deliver, an appropriate conveyance document prepared by the County conveying all necessary dedications of public right-of-way or other public easements in Area #5 as depicted in Exhibit F. Said conveyance will be held in escrow with Boone Central Title Company, thereby preventing delivery of the deed, and handled as per the "Deeds In Escrow" provisions of this Agreement.
- d. Turnberry will execute, but not deliver, an appropriate conveyance document prepared by the County of any public easements necessary to complete the Project over its property as depicted in Area #4 on Exhibit F. Said conveyance(s) will be held in escrow with Boone Central Title Company, thereby preventing delivery of the deed, and handled as per the "Deeds In Escrow" provisions of this Agreement.
- e. Turnberry will cooperate with County in the new addressing of the Turnberry's property so as to configure it with a Meyer Industrial Drive or Ponderosa Street address.

- i. For demolition activities, completed in a timely fashion (within 90-days of written notice from County) accordance with all applicable statutes, ordinances, rules and permits, County will pay Gibbs \$7,500 (Seven thousand five hundred dollars).
 - ii. For the building that is being demolished to allow for the Project, County will pay Gibbs \$94,163 (Ninety four thousand one hundred sixty three dollars). This included the structure and required dust-free surfaces.
 - j. Upon receipt of notice from LeMone Trust, County will provide Gibbs a 90 day notice in advance of the demolition of the commercial building on the Gibbs property. Upon expiration of said notice, the structure may be demolished as necessary to accomplish the project, with the cost of said demolition being deducted from the payment contemplated in Paragraph 8(h) above if Gibbs has not undertaken and completed the demolition work, including the obtaining of all necessary permits, within the contemplated 90 days.
 - k. County will pay to LeMone Trust the sum of \$7,500.00 for the relocation of the waterline on the Cunningham property and the reconnection of the existing service line;
 - l. County will pay to LeMone Trust the total sum of \$666,874.00 (which is inclusive of the \$30,000.00 set out in paragraph 8(a) above), which represents the County's contribution to the construction activity on Phase II of the project. This payment is contingent on the approval of the Missouri Highways and Transportation Commission's approval of the Project and the Missouri Highways and Transportation Commission's payment to the County of \$597,874.00 as cost sharing in the Project, and it is expressly understood that the payment from the Missouri Highways and Transportation Commission is contingent upon completion of the Project no later than the 15th day of December, 2012.
 - i. It is anticipated that the payments to LeMone Trust contemplated herein shall be made no more than monthly and will be based upon the percentage completion of the Project as determined by County inspection staff. A retainage from each payment of 10% of the amount of said payment shall be held by the County until completion of the entire Project.
 - m. Notwithstanding any provision in this Development Agreement, any obligation of the County under this Development Agreement which requires the expenditure of funds is conditioned upon there being a sufficient, unencumbered fund balance appropriated for that purpose during the County's then current fiscal year. The County reasonably believes that legally available funds in an amount sufficient to make all payments called for herein can be obtained. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds is solely within the discretion of the then-current governing body of the County.
9. **Deeds In Escrow:** Certain conveyance documents contemplated herein shall be prepared and fully executed, but not immediately delivered. Instead, those deeds shall be held in escrow at Boone Central Title Company, at County's cost, until such time as the Boone County Commission enters a Commission Order which substantially tracks the language set out in Exhibit H and delivers the same to Boone Central Title, thus indicating that Boone Central Title may now deliver the deeds contemplated herein by recording the same with the Boone County Recorder. All conveyances contemplated to be completed via Deed held in escrow must be by Warranty Deed conveying good and marketable title.

unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the Parties as to a new, specifically defined legal relationship.

- j. Agreement Binding: This Development Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns. This Development Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
- k. No Third Party Rights: No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.
- l. Counterparts: This Development Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
- m. Immunity: Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.
- n. Notice: Any notice, demand, request or other communication which may or shall be given or served by the Parties shall be deemed to have been given or served on the date the same is: deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid; sent by facsimile transmission; or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

- i. If to the LeMone Trust:

Robert M. Lemone Marital Trust
P.O. Box 577
Columbia, MO 65205

With copies to:
Jay Burchfield
3316 LeMone Industrial Blvd.
Columbia, MO 65201

Phebe La Mar
Smith Lewis, LLP
P.O. Box 918
111 South Ninth Street, Suite 200
Columbia, MO 65205-0918

- ii. If to the Gibbs:

Randy & Kathleen Gibbs
3000 S. Big Timber Drive
Columbia, MO 65201

- iii. If to the Cunninghams:

Harold and Wanda Cunningham
4909 Minor Hill Road
Ashland, MO 65010

- iv. If to Turnberry:

Turnberry Properties, LLC

EXECUTED ON:

ROBERT M. LEMONE MARITAL TRUST

This ___ day of _____, 2012.

By: _____

Name/Title: _____

EXECUTED ON:

CUNNINGHAMS:

This ___ day of _____, 2012.

Harold Wayne Cunningham

Wanda Sue Cunningham

EXECUTED ON:

GIBBS:

This ___ day of _____, 2012.

Randy N. Gibbs

Kathleen A. Gibbs

EXECUTED ON:

TURNBERRY PROPERTIES, LLC

This ___ day of _____, 2012.

By: _____

Thomas Owen Smith, Partner

By: _____

Raymond E. Braudis, Partner

Exhibit "A"
Aerial Photograph of LeMone Trust
Property #1

Exhibit "C"
Aerial Photograph of Cunningham Property

Exhibit "E"
Aerial Photograph of Turnberry Property

Exhibit "G"

Temporary Construction Easements for Each Party

TEMPORARY CONSTRUCTION EASEMENT (BY INDIVIDUALS)

THIS AGREEMENT for temporary construction easement entered into this _____ day of _____, 2012, by and between, **Harold Wayne Cunningham and Wanda Sue Cunningham, husband and wife**, herein Grantors, of the County of Boone, State of Missouri, and **The Robert M. LeMone Marital Trust dated January 27, 2004**, of the County of Boone, State of Missouri, herein Grantee, (Grantee's mailing address is: PO Box 577, Columbia, Missouri 65205).

WITNESSETH:

That the said Grantors, for the sum of one dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant unto the said Grantee, a temporary easement to be in effect during the time of construction of the **Meyer Industrial Boulevard Extension Project** in Boone County, Missouri for the following purposes, namely: the right to enter upon, and permanently re-grade and re-slope the easement area, and to store materials, operate and park equipment on, over and across the easement area hereinafter described, which is situated in the County of Boone, State of Missouri, and described as follows:

See Exhibit - Temporary Construction Easement Legal Description

This easement shall expire upon final completion of the above described project and final acceptance by the Grantee. Grantee covenants by acceptance of this easement that the easement area shall be seeded, mulched, and restored to its previous or better condition subject to the grade and slope changes made as a part of the Project.

The said Grantors covenant that they have the right and authority to make and execute this agreement.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands this _____ day of _____, 2012.

Harold Wayne Cunningham

Wanda Sue Cunningham

Witness my hand and official seal.

Notary Public

Print Name _____

My term expires:

STATE OF MISSOURI }
 }
County of Boone } SS

On this _____ day of _____, 2012 before me, personally appeared **Randy N. Gibbs and Kathleen A. Gibbs**, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, Missouri, the day and year first above written.

, Notary Public

SUBORDINATION AGREEMENT

_____ hereby subordinates the lien of the deed of trust recorded as Document No. _____, in the Records of Boone County, Missouri, to the foregoing Declaration of Restrictions.

ATTEST:

by _____

Printed Name: _____

Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this ___ day of _____, 2012, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

TEMPORARY CONSTRUCTION EASEMENT
(BY A MISSOURI LIMITED LIABILITY COMPANY)

THIS AGREEMENT for temporary construction easement entered into this _____ day of _____, 2012, by and between **Turnberry Properties, LLC**, A Missouri Limited Liability Company of the County of Boone, of the State of Missouri, herein Grantor, and **The Robert M. LeMone Marital Trust dated January 27, 2004**, of the County of Boone, State of Missouri, herein Grantee, (Grantee's mailing address is: PO Box 577, Columbia, Missouri 65205).

WITNESSETH:

That the said Grantor, for the sum of one dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the said Grantee, a temporary easement to be in effect during the time of construction of the **Meyer Industrial Boulevard Extension Project** in Boone County, Missouri for the following purposes, namely: the right to enter upon, and permanently re-grade and re-slope the easement area, and to store materials, operate and park equipment on, over and across the easement area hereinafter described, which is situated in the County of Boone, State of Missouri, and described as follows:

See Exhibit - Temporary Construction Easement Legal Description

This easement shall expire upon final completion of the above described project and final acceptance by the Grantee. Grantee covenants by acceptance of this easement that the easement area shall be seeded, mulched, and restored to its previous or better condition subject to the grade and slope changes made as a part of the Project.

The said Grantor covenants that it has the right and authority to make and execute this agreement.

IN WITNESS WHEREOF, the said Grantor caused these presents to be signed by its authorized agent this _____ day of _____, 2012.

By: _____
Thomas Owen Smith, partner

Raymond E. Braudis, partner

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this ___ day of _____, 2012, before me personally appeared _____
_____, personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person whose name is subscribed to the within instrument and acknowledged
to me that he/she executed the same in his/her authorized capacity and that by his/her signature
on the instrument, the person, or the entity upon behalf of which the person acted, executed the
instrument.

Witness my hand and official seal.

Notary Public
Print Name _____

My term expires:

2/22/2012

FY 2012
Budget Amendments/Revisions
Public Works - Design & Construction (2045)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	SIncrease	SDecrease	Reason/Justification	Comments
1	12/22/2012	2045	3451	PW - Design & Construction PW - Design & Construction PW - Design & Construction	State Reimb - Grant/Program/Othr Land Other contracts	597,874 54,500 768,537		Increase budget for MoDot revenue and the extension of Meyer Industrial Blvd. Also to cover the increased area land purchased by the County	

Fund Statement - Road & Bridge Fund 204 and 208 Combined (Major Fund)

	2010 Actual	2011 Budget	2011 Projected	2012 Budget
REVENUES:				
Property Taxes	\$ 1,223,426	\$ 1,228,600	\$ 1,287,700	\$ 1,253,000
Assessments	-	-	-	-
Sales Taxes	11,932,107	11,470,000	12,410,000	12,645,000
Franchise Taxes	-	-	-	-
Licenses and Permits	8,644	9,500	8,540	5,000
Intergovernmental	1,336,154	1,157,000	1,314,328	1,797,174
Charges for Services	316,859	559,100	580,927	822,600
Fines and Forfeitures	-	-	-	-
Interest	48,399	46,610	53,715	45,780
Hospital Lease	-	-	-	-
Other	3,874	1,000	3,575	1,000
Total Revenues	14,869,463	14,471,810	15,658,785	16,569,554
EXPENDITURES:				
Personal Services	3,650,419	3,790,763	3,599,261	3,813,441
Materials & Supplies	2,486,150	2,767,399	2,043,172	2,719,170
Dues Travel & Training	16,089	30,950	17,609	36,102
Utilities	84,129	99,250	90,322	93,882
Vehicle Expense	581,320	791,079	740,194	853,000
Equip & Bldg Maintenance	328,650	326,690	293,515	246,185
Contractual Services	6,352,885	8,117,796	7,321,707	11,862,849
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	180,473	-	350,000
Other	(67,417)	1,095	(149,570)	771,337
Fixed Asset Additions	589,795	1,121,648	1,117,058	1,385,330
Total Expenditures	14,022,020	17,227,143	15,073,268	22,131,296
REVENUES OVER (UNDER) EXPENDITURES	847,443	(2,755,333)	585,517	(5,561,742)
OTHER FINANCING SOURCES (USES):				
Transfer In	3,629	-	-	-
Transfer Out	-	-	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	74,368	150,000	7,070	377,800
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Sources (Uses)	77,997	150,000	7,070	377,800
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)	925,440	(2,605,333)	592,587	(5,183,942)
FUND BALANCE (GAAP), beginning of year	8,361,739	9,086,003	9,086,003	9,406,588
Less encumbrances, beginning of year	(1,622,614)	(1,421,438)	(1,421,438)	(1,149,436)
Add encumbrances, end of year	1,421,438	1,421,438	1,149,436	1,149,436
FUND BALANCE (GAAP), end of year	\$ 9,086,003	\$ 6,480,670	\$ 9,406,588	\$ 4,222,646
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	1,421,438	1,421,438	1,149,436	1,149,436
Designated:				
Capital Project and Other	1,039,400	1,039,400	2,989,000	-
Total Fund Balance Reserves and Designations, end of year	2,460,838	2,460,838	4,138,436	1,149,436
FUND BALANCE, end of year	9,086,003	6,480,670	9,406,588	4,222,646
FUND BALANCE RESERVES/DESIGNATIONS, end of year	(2,460,838)	(2,460,838)	(4,138,436)	(1,149,436)
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 6,625,165	\$ 4,019,832	\$ 5,268,152	\$ 3,073,210
Percent of expenditures	47.25%	23.33%	34.95%	13.89%