### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

ea.

July Session of the July Adjourned

**Term. 20** 05

**County of Boone** 

In the County Commission of said county, on the

12th

day of

July

**20** 05

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

Now on this day the County Commission of the County of Boone does hereby award bid 39-16JUN05 for Jury Accommodations Term and Supply as follows and authorize the Presiding Commissioner to sign said contracts:

- Primary Provider: Ramada Inn

- Secondary Provider: Holiday Inn Select

- Tertiary Provider: Stoney Creek Inn

Done this 12th day of July, 2005.

Keith Schnarre

**Presiding Commissioner** 

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

# **Boone County Purchasing**

**Heather Turner, CPPB** Buyer



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

279-2005

#### **MEMORANDUM**

TO:

**Boone County Commission** 

FROM:

Heather Turner, CPPB

DATE:

June 28, 2005

RE:

39-16JUN05 Jury Accommodations Term & Supply

The Bid for Jury Accommodations Term and Supply closed on June 16, 2005. Four bids were received. Upon completion of the bid evaluation, Boone County Court Administration and the Purchasing Department recommend award for the lowest and best bids in the following order. Three contracts will be in place in the event one of the hotels is unable to accommodate a jury at the time requested by the County.

Primary Provider: Ramada Inn

Secondary Provider: Holiday Inn Select Tertiary Provider: Stoney Creek Inn

The contract will run through June 30, 2006. There are no purchase requisitions attached, as this is a Term and Supply contract. The contract will be paid out of Department 1230-Jury Services & Court Costs, Account Number 84000-Food/Lodging Juries. There is a remaining balance of \$19,362 in the account at this time.

ATTACHMENT: Bid Tabulation

cc:

Bid File

Vanessa Ridgel, Court Administration

### 39-16JUN05 Jury Accommodations Term & Supply

		Eco	noLodge	Stoney	Creek Inn	Holiday I	nn Select	Ram	ada Inn
4.7 Pricing	Quantity	Unit Price	Extended Price						
4.7.1 Single Occupancy Rooms	18	72.75	1309.46	62.4	1123.2	56.03	1008.54	50.00	900.00
4.7.2 Hot Buffet Breakfast	18	10.99	197.82	12.81	230.58	9.54	171.72	7.00	126.00
4.7.3 TOTAL		83.74	1507.28	75.21	1353.78	65.57	1180.26	57.00	1026.00
4.8 Renewal Percentages (1st Year/2nd Year)		3%-3%		5%-5%		5%-10%		5%-5%	
4.10 COOP (Y/N)		Yes		Yes		No		Yes	

No bid repsonse from Fairfield Inn & Days Inn

# PURCHASE AGREEMENT FOR JURY ACCOMMODATIONS TERM & SUPPLY

#### **Primary Provider**

THIS AGREEMENT dated the 12 day of July	_ 2005 is made
between Boone County, Missouri, a political subdivision of the State of Mis	ssouri through the
Boone County Commission, herein "County" and Ramada Inn, herein "Co	ontractor."

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 Jury Accommodations Term & Supply, County of Boone Request for Bid for Jury Accommodations Term & Supply, bid number 39-16JUN05, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions as well as the Contractor's bid response dated June 8, 2005 and executed by Cindy Neff on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
- 2. Contract Duration This agreement shall be for the period from date of award through June 30, 2006 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
- **3.** *Purchase* The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. Ramada Inn shall act as the primary supplier and shall furnish all items bid, as needed and as requested by the County. If accommodations are not available at the time requested by the County, the County will contact and arrange accommodations with the secondary contracted provider.
- 4. Billing and Payment All billing shall be invoiced to Boone County Court Administration in accordance with section 2.5 of the bid document. Billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

- 5. Binding Effect This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 6. Entire Agreement This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 7. **Termination** This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
  - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
  - c. If appropriations are not made available and budgeted for any calendar year.

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

RAMADA INN	BOONE COUNTY, MISSOURI
by Conden Mets  title Dueclar de Sales	by: Boone County Commission  Keith Schnarre, Presiding Commissioner
address 1100 Van dever D1. Olumbia, mo. 65202	
APPROVED AS TO FORM:  County Counselor	ATTEST:  Wendy S. Noren, County Clerk
AUDITOR SERTIFICATION In accordance with RSMo 50.660, I hereby certify that a su available to satisfy the obligation(s) arising from this contract the terms of this contract do not create a measurable country.	officient unencumbered appropriation balance exists and is act. (Note: Certification of this contract is not required if
Term & Supply - No Encumbrance R Signature	1230/84000 Term/Supply  Date Appropriation Account

# PURCHASE AGREEMENT FOR JURY ACCOMMODATIONS TERM & SUPPLY

#### **Secondary Provider**

THIS AGREEMENT dated the	12	day of _	JULY	2	2005 is made
between Boone County, Missouri, a polit	ical su	ıbdivision o	f the State	e of Misso	uri through the
Boone County Commission, herein "Cou	nty" a	nd <b>Holiday</b>	Inn Selec	et, herein	"Contractor."

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for Jury Accommodations Term & Supply, County of Boone Request for Bid for Jury Accommodations Term & Supply, bid number 39-16JUN05, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions as well as the Contractor's bid response dated June 13, 2005 and executed by Teri Weise on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
- 2. Contract Duration This agreement shall be for the period from date of award through June 30, 2006 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
- 3. Purchase The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. Holiday Inn Select shall act as the secondary provider and shall furnish all items bid, as needed and as requested by the County. If accommodations are not available at the time requested by the County, the County will contact and arrange accommodations with the tertiary contracted provider.
- 4. Billing and Payment All billing shall be invoiced to Boone County Court Administration in accordance with section 2.5 of the bid document. Billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

- **5.** Binding Effect This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 6. Entire Agreement This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 7. *Termination* This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
  - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
  - c. If appropriations are not made available and budgeted for any calendar year.

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

HOLIDAY INN SELECT	<b>BOONE COUNTY, MISSOURI</b>
by <u>Jeri Weise</u> title <u>dir. of Sales</u> address <u>3200 I-70 Dr. 5 W.</u> Columbia MO 65213	by: Boone Chanty Commission  Keith Schmarre, Presiding Commissioner
APPROVED AS TO FORM:  County Counselor	ATTEST:  Wendy S. Noren, County Clerk
	sufficient unencumbered appropriation balance exists and is tract. (Note: Certification of this contract is not required if ty obligation at this time.)
Torm & Supply - No Encumbranc Signature	1230/84000 Term/Supply  Regular Kf 6/29/05  Date Appropriation Account

### PURCHASE AGREEMENT FOR JURY ACCOMMODATIONS TERM & SUPPLY

#### **Tertiary Provider**

THIS AGREEMENT dated the 17 day of JULY	_ 2005 is made
between Boone County, Missouri, a political subdivision of the State of Mis	ssouri through the
Boone County Commission, herein "County" and Stoney Creek Inn, herein	n "Contractor."

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for Jury Accommodations Term & Supply, County of Boone Request for Bid for Jury Accommodations Term & Supply, bid number 39-16JUN05, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions as well as the Contractor's bid response dated June 2, 2005 and executed by Dana Schneider on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
- 2. Contract Duration This agreement shall be for the period from date of award through June 30, 2006 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
- 3. Purchase The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. Stoney Creek Inn shall act as the tertiary provider and shall furnish all items bid, as needed and as requested by the County in the event the primary and/or secondary provider is unable to accommodate the County at the time requested.
- 4. Billing and Payment All billing shall be invoiced to Boone County Court Administration in accordance with section 2.5 of the bid document. Billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

- **5.** Binding Effect This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 6. Entire Agreement This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 7. **Termination** This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
  - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
  - c. If appropriations are not made available and budgeted for any calendar year.

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

STONEY CREEK INN	BOONE COUNTY, MISSOURI
by Jea Sec	by: Bone Commission
title Events (acidinator	L'all Johnson
address 2601 S. Providence Rd.	Keith Schnarre, Presiding Commissioner
Columbia, Me USAC3	
	ATTEST:  Wendy S. Nøren, County Clerk  ufficient unencumbered appropriation balance exists and is
available to satisfy the obligation(s) arising from this contr the terms of this contract do not create a measurable count	ract. (Note: Certification of this contract is not required if y obligation at this time.)
Term & Supply - No Encumbrance R Signature	1230/84000 Term/Supply  Legured KF 6/29/05  Date Appropriation Account

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI
County of Boone

July Session of the July Adjourned

**Term. 20** 05

In the County Commission of said county, on the

12<sup>th</sup>

day of

July

**20** 05

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
2045-92302: Public Works	\$2,816.00	
Design and Construction –		
Replacement Computer		
Software		
2045-91302: Public Works		\$2,816.00
Design and Construction –		
Computer Software		

Said budget revision is for ArcView9 software.

Done this 12th day of July, 2005.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Keith Schnarre

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

# REQUEST FOR BUDGET REVISION BOONE COUNTY, MISSOURI

**RECEIVED** 

JUL - 6 2005

#### 7/5/05 FECTIVE DATE

FOR AHDITORS USI

	_	_		Т								(Use whole	\$ amounts)
												Transfer From	Transfer To
De	pai	rtme	ent		Account			unt		Department Name	Account Name	Decrease	Increase
2	0	4	5		9	2	3	0	2	PW-Design & Construction	Replc Computer Software	2816.00	0
2	0	4	5		9	1	3	0	2	PW-Design & Construction	Computer Software	0	2816.00
				<u>.</u>							_		
												_	
								_				_	

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): Additional need for ArcView9 License. Utilizing savings from replacement/upgrade of budgeted AutoCAD software.

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

TO BE COMPLETED BY AUDITOR'S OFFICE

A schedule of previously processed Budget Revisions/Amendments is attached.

Unencumbered funds are available for this budget revision.

Comments:

Audito S Office

PRESIDING TOMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT & COMMISSIONER

Revised 04/02

RECEIVED 6/27/2005 **PURCHASE REQUISITION** JUL 0 1 2005 BOONE COUNTY AUDITOR BOONE COUNTY, MISSOURI DATE 7148 ESRI Inc. 888-377-4575 VENDOR NAME PHONE # **VENDOR** 90074-4630 NO. File No. 54630 Los Angeles CA ADDRESS STATE

This field MUST be completed to demonstrate	CUMENTATION to compliance with statutory bidding requirements. 10, and the Purchasing Manual—Section 3
□ Bid /RFP (enter # below) □ Sole Source (enter # below) □ Emergency Procurement (enter # below) □ Written Quotes (3) attached (<\$750 to \$4,449) □ <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750) □ Professional Services (see Purchasing Policy Section 3-103)	Transaction Not Subject To Bidding For The Following Reason:  Utility Training Pub/Subscriptions  Dues Required Gov Payment Refund Agency Fund Distribution  Cooperative Agreement  Other (Explain):
#Sole Source 19-123102 (Enter Applicable Bid / Sole Source / Emergency Number)	

Ship To Department # 1176

Bill To Department # 2045

ם	Department Account			Kem Description	Qty	Unit Price	Amount					
2	0	4	5	9	1	3	0	2	ArcView 9 Concurrent License	1	2,815.76	2,815.76
						-						
_												
_												
-												
		[ ]								J		

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

Réquesting Official

**Auditor Approval** 



Environmental Systems Research Institute, Inc.

820 S. Main Street St. Charles, MO 63301-3306 Tel: 636-949-6620 Fax: 636-949-6735

	FAX TRANSMITTAL
TO:	Jason Warzinik
	COUNTY OF BOONE
	GEOGRAPHIC INFORMATION SYSTEM
FAX:	573-886-4322
FROM:	Monica Wilbur
SUBJECT:	Quote
DATE:	5/27/2005
request. Please review the ""If you would like 800-330-7053. If you would like this quote. If you have any email and the service of the servi	oll free at 888-377-4575.
Have a great da	<b>y</b> i



**ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.** 

ESRI, Inc.

820 S. Main Street St. Charles, MO 63301-3306

Phone: 636-949-6620 Fax: 636-949-6735

To expedite your order, please attach a copy of

this quotation to your purchase order.

Quote is valld from: 06/27/2005 To: 09/25/2005

#### **Quotation #20199444**

Date: June 27, 2005

Customer # 121019 Contract #

**COUNTY OF BOONE** 

**GEOGRAPHIC INFORMATION SYSTEM** 

801 E WALNUT STE 123 COLUMBIA, MO 65201-4890

ATTENTION: Jason Warzinik PHONE: 573-886-4325

FAX:

573-886-4322

Material	Qty	Description	Unit Price	Total	
87143	1	ArcView Concurrent Use License	2,800.00	2,800.00	
100444 1		ArcView 9.1 Concurrent Use with USB Key Installation Package	0.00	0.00	
			Item Total:	2,800.00	
			Subtotal:	2,800.00	
	Est/mated Shipping & Handling (2 Day Delivery):				
		Contrac	t Pricing Adjust:	0.00	
		Total (excludes applica	ble sales tax):	\$2,815.76	

Proposed IA MPA 2000MPA2703

Quoted By: Monica Wilbur, (636) 949-6620 x8512 Email: mwilbur@esrl.com

Account Manager: Sonny Sanders Jr Email: sonnysanders@esri.com

Acceptance of this quotation is limited to the ESRI License Agreement and the Quotation Terms and Conditions
This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

if sending remittance, please address to: ESRI, File No. 54630, Los Angeles, Ca 90074-4630



#### **ESRI QUOTATION TERMS AND CONDITIONS**

ESRI, 380 New York St., Rediance, CA 92373-8100 USA - TEL 909-793-2853 • FAX 909-793-5953

All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

This quotation information is proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Environmental Systems Research Institute, Inc. (ESRI).

To expedite your order, please reference the quotation number on your purchase order.

#### ORDER PROCESS

The order process is initiated when ESRI receives an original purchase order or some form of advance payment. Several additional documents (e.g., Software License Agreement, credit application, and Tax Exemption Certificate) will be required to complete the order process. Generally, the need for these documents varies by the type of software ordered, which is determined upon receipt of the purchase order (or advance payment). If delivery must be expedited, please contact your marketing representative for assistance.

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software, on the correct media. Please return them promptly to avoid unnecessary delays in shipping. Please return all documents by mail or express courier, or as otherwise directed.

Please show the following remittance address on your purchase order:

ESRI, File No. 54630, Los Angeles, CA 90074-4630

#### **ESRI SOFTWARE LICENSING**

All ESRI software offered in this quotation are commercial off-the-shelf software developed at private expense and subject to ESRI commercial license terms. Most ESRI software programs are subject to the ESRI License Agreement included with the software programs and in the packaging. A copy is enclosed. If you license certain software programs, a Master License Agreement signed by both parties may be required. Some ESRI software is copy protected with a software keycode or hardware key. You will be given instructions to access the keycode through the ESRI Web site or by other means.

#### MAINTENANCE

After expiration of any complimentary period of maintenance that may apply to the licensed software, ESRI will quote maintenance payable annually in advance. A reinstatement fee applies when maintenance has lapsed. For software and data with optional multiyear maintenance for a discounted fee, the discounted maintenance fees are in consideration of, and contingent upon, your commitment to the maintenance term you elect in your order. For such multiyear maintenance, you may cancel the maintenance upon ninety (90) days advanced written notice to ESRI Customer Service, subject to payment of fifty percent (50%) of the outstanding maintenance fees for the maintenance term initially ordered. No other refund or reduction for cancellation is available.

#### **DELIVERY**

FOB Redlands, CA, USA

Software: Allow thirty (30) days from ESRI's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

Hardware: Manufacturer's terms apply. Lead times depend on make/models purchased.

Note: Standard delivery method is ground or two-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other service is available for an additional fee (e.g., overnight delivery).

#### **PAYMENT TERMS**

Net thirty (30) days, on approved credit. Orders below \$800 require prepayment by check or credit card unless your organization is a government agency, university, college, or Fortune 500 company.

#### **TAXES**

Prices quoted do not include applicable sales or use taxes unless so stated. In preparing your budget, please allow for applicable sales tax. ESRI reserves the right to collect sales tax assessed by states as required by law. ESRI will add state sales tax to the invoice unless proof with the order is shown to ESRI that your organization is tax exempt or pays state tax directly.

FY 2005 Budget Amendments/Revisions

Public Works - Design & Construction (2045)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	7/7/05	71100 71102	Outside Services Engineering Services	35,000	35,000	Storm Water Education Project - correct budget	
2	7/7/05	91302 92302	Computer Software Replemnt Computer Software	2,816	2,816	Purchase ArcView9 license	See attached report for 2005 Budget and YTD Actuals and Class 9 spreadsheet

ledger Year	DEPT	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL APPROPRIATIONS	BUDGET ADJUSTMENTS	DUB	TTLEXP	BUD-ACT
2005	2045	90000	91300	MACHINERY & BQUIPMENT	2,000.00		2,000	1,579.15	420.85
2005	2045	90000	91301	COMPUTER HARDWARE	7,500.00		7,500	.00	7,500.00
2005	2045	90000	91302	COMPUTER SOFTWARE	1,010.00		1,010	.00	1,010.00
2005	2045	90000	91400	AUTO/TRUCKS	19,000.00		19,000	22,100.00	3,100.00-
2005	2045	90000	92100	REPLCMENT FURN & FIXTURES	800.00		800	.00	800.00
2005	2045	90000	92301	REPLC COMPUTER HDWR	6,200.00		6,200	5,530.06	669.94
2005	2045	90000	92302	REPLC COMPUTER SOFTWARE	24,250.00		24,250	19,896.00	4,354.00
2005	2045	90000	92400	REPLCMENT AUTO/TRUCKS	19,000.00		19,000	22,100.00	3,100.00-

\* \* \* BND OF REPORT \* \* \*

#### 2005 CLASS 9

Dept-Account Public Works	Description Description	Original Budget Amount	Budget Revision Date	Budget Revision Amount	Revised Budget	Encumbrance Date	Encumbrance Amount	Payment Date	Payment Amount	Unused Budget
2045-91300 2045-91300 2045-91300	laser levels - (2) Total	2,000 2,000		0	0 0 2,000 2,000		0	2-7-05	1,579 1,579	0 0 421 421
2045-91301 2045-91301	fiber - rebudgeted camera - digital Total	7,000 500 7,500		0	7,000 500 7,500		0		0	7,000 500 7,500
2045-91302	adobe publishing suite Total	1,010		0_	1,010		0		0	1,010 1,010
2045-91400	pickup - 4wd Total	19,000 19,000		0	19,000 19,000		0	6-3-05	22,100 22,100	(3,100)
2045-92100	chair - (2) Total	800 800		0	800 800		0		0	800
2045-92301	Total	6,200		0	6,200		5,530		0	670
2045-92302	autocad software upgrade Total	24,250 24,250		0	24,250 24,250	1-26-05	2,580 2,580	3-1-05	17,316 17,316	4,354 4,354
2045-92400	suv Total	19,000 19,000		0	19,000 19,000		0	6-13-05	22,100 22,100	(3,100)
	Total Public Works - D & C	79,760		0	79,760		8,110		63,095	8,555

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

July Session of the July Adjourned

**Term. 20** 05

**County of Boone** 

In the County Commission of said county, on the

12<sup>th</sup>

day of

July

05 20

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

Now on this day the County Commission of the County of Boone does hereby accept the Quitclaim Deed from the Missouri Highways and Transportation Commission regarding Masonic Drive.

Done this 12<sup>th</sup> day of July, 2005.

Keith Schnarre

Presiding Commissioner

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

## Missouri Department of Transportation



Roger Schwartze, District Engineer

Central District
1511 Missouri Boulevard
P.O. Box 718
Jefferson City, MO 65102
(573) 751-3322
fax (573) 522-1059
Toll free 1-888 ASK MoDOT
www.modot.org

RECEIVED

JUL = @ 2005

Boone Gourny Commission

July 5, 2005

Boone County Commission Attn: Keith Schnarre, Presiding Commissioner 801 East Walnut, Room 245 Columbia, MO 65201-7732

Dear Mr. Schnarre:

Subject: Quitclaim Deed

Boone County, Route 63 Service Road (Masonic Drive)

Change in Route Status

Enclosed is the original Quitclaim Deed conveying Route 63 Service Road/Masonic Drive to Boone County. Please have the deed recorded in Boone County and send me a copy of the recorded deed to complete our file. I have enclosed a self-addressed, stamped envelope for your convenience.

If you have any questions, please feel free to contact me at 573-751-4476.

Sincerely,

Mary Rackers

Intermediate Right of Way Specialist

ay Rackers

**Enclosures** 



Recorded in Boone County, Missouri

Date and Time: 07/12/2005 at 10:48:39 AM Instrument #: 2005019614 Book: 2767 Page: 3

Grantor: MISSOURI HIGHWAYS & TRANSPORTATION ...

Grantee: BOONE COUNTY COMMISSION

Instrument Type: QTCL Recording Fee: \$61.00 N

No. of Pages: 6

Bettie Johnson, Recorder of Deeds

## RECORDER OF DEEDS CERTIFICATE BOONE COUNTY, MISSOURI NON-STANDARD DOCUMENT

This document has been recorded and you have been charged the \$25.00 non-standard fee pursuant to RSMo 59.310.3 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

COUNTY:

Boone

ROUTE: PROJECT:

63 Service Road F-63-3 (25) RW

Change in Route Status

#### **QUITCLAIM DEED**

THIS INDENTURE, made this day of day of the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, 105 W. Capitol Avenue, Jefferson City, Missouri 65102, Grantor, and the BOONE COUNTY COMMISSION, Grantee, (Mailing address of first-named grantee 801 East Walnut, Room 245, Columbia, MO 65201-7732),

WITNESSETH: In consideration of the payment of the sum of **ONE DOLLAR (\$1.00)**, the receipt of which is hereby acknowledged, the said Grantor does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the said Grantee, a tract of land, lying situated and being in the County of **Boone**, State of Missouri, to wit:

All right, title and interest in land now known as Route 63 Service Road situated in the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and in the S  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of Section 19, Township 49 North, Range 12 West, more particularly described as follows:

Beginning at a point 184 feet left or north of Route 63 Centerline Station 856+90; thence in a southeasterly direction on a direct line to a point 184 feet left or north of Station 865+02.19; thence in a southeasterly direction on a direct line to a point 280 feet left or north of Station 871+80; thence in a southeasterly direction on a direct line to a point 470 feet left or north of Station 876+00; thence in a southeasterly direction on a direct line to a point 520 feet left or north of Station 877+40; thence in a southeasterly direction on a direct line to a point 527 feet left or north of Station 878+75; thence in a northwesterly direction on a direct line to a point 635 feet left or north of Station 878+00; thence in a northwesterly direction on a direct line to a point 630 feet left or north of Station 877+35; thence in a northwesterly direction on a direct line to a point 575 feet left or north of Station 876+00; thence in a northwesterly direction on a direct line to a point 420 feet left or north of Station 874+00; thence in a northwesterly direction on a direct line to a point 305 feet left or north of Station 870+00; thence in a northwesterly direction to a point 280 feet left or north of Station 865+02.19; thence in a northwesterly direction on a direct line to a point 280 feet left or north of Station 860+00; thence in a northwesterly direction on a direct line

to a point 250 feet left or north of Station 856+90; thence in a southwesterly direction to the point of beginning as shown on attached Exhibit A.

Also a permanent easement for the construction or improvement of a drainage ditch across 0.09 of an acre of land being 40 feet in width and 100 feet in length, lying along and joining the above described north right of way line of Route 63 centered left of Station 872+45.

The centerline of Route 63 is described as commencing at a stone at the ¼ corner between Sections 18 and 19, Township 49 North, Range 12 West; thence S 4° 35′ 41″ W, 308 feet; thence S 30° 22′ 41″ E, 266 feet; thence S 19° 10′ 41″ E, 205 feet; thence S 2° 19′ 19″ W, 834.30 feet to a point on the centerline at Station 861+00; thence from said point the centerline extends N 55° 25′ 41″ W, 600 feet to Station 855+00; thence S 55° 25′ 41″ E, 1002.19 feet to P.C. Station 865+02.19; thence to the right on a 2° curve having a delta of 46° 53′ 50″, 1301.38 feet to Centerline Station 878+03.57 Route 63 = Station 10+00 Prathersville Road; thence continuing on said curve to P.T. Station 888+47.05.

This conveyance is made upon the express condition that Grantee, its successors and assigns, shall have no right of direct access to Route 63 or its ramps, all such rights of direct access being reserved by Grantor.

Grantee, by acceptance of this conveyance, covenants and agrees for itself, its successors and assigns, to permit all known and unknown Utilities existing as of the date of the deed, to maintain easements for the purpose of maintaining, constructing or reconstructing utility lines and their appurtenances over, under or across the lands herein conveyed.

Grantee, for itself, its successors and assigns, by acceptance of this conveyance, covenants and agrees, and it is made a condition of this conveyance, that the property herein described shall not be used for the construction, erection or maintenance of billboards or advertising signs other than signs advertising activities conducted on the property or services and products therein provided. This shall be covenant running with the land and is binding upon Grantee, its successors and assigns. Upon a breach of this covenant and after 10 days' written notice to Grantee or its assigns to remove said offending sign as described above, Grantor retains the right to enter the property herein conveyed and remove said sign at the sole expense and liability of Grantee or its successors and assigns.

The Grantee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, religion, creed, sex, age, ancestry, national origin, disability or veteran status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, in the construction of any improvement on, over or under such land and the furnishing of service thereon, on the grounds of race, color, religion, creed, sex, age, ancestry, national origin, disability or veteran status, (3) that Grantee shall comply with the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor, on January 14, 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order promulgates a Code of Fair Practices for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The Grantee shall

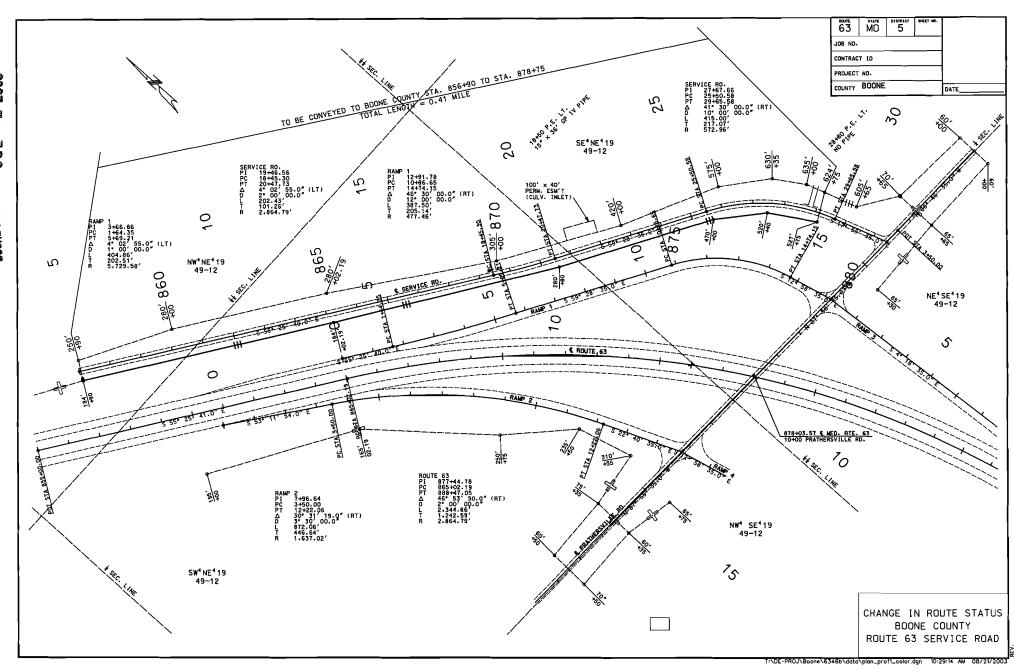
also comply with all state and federal statutes applicable to the Grantee relating to nondiscrimination, including but not limited to Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 20003, et seq.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101 et seq.) which applies to the Grantee. The Grantee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21.

In the event of breach of any of the nondiscrimination covenants, the State of Missouri shall have the right to re-enter said land and facilities thereon, and the above-described land and facilities shall thereupon revert to and vest in and become the absolute property of the State of Missouri and its assigns.

TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges, and appurtenances thereunto belonging, unto the said Grantee, its successors and assigns forever.

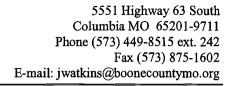
IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first written above.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	
Ву	10 10 10 10 10 10 10 10 10 10 10 10 10 1
W. L. ORSCHELN	-002000
ATTEST:	
By Mari Unn Winters	
Secretary to the Commission	
Mari Ann Winters	0.0000000000000000000000000000000000000
ACKNOWLEDGEMENT	A STATE OF THE STA
STATE OF MISSONIA )SS COUNTY OF (,)	
On this day of Sonton, W. L. ORSCHELN, to me personally known, w Chairman	2003, before me appeared ho being by me duly sworn did of Missouri Highways and
Transportation Commission; that the seal affixed to the	he foregoing instrument is the
official seal of said Commission; that said instrument was said Commission by authority of said Commission, and	s signed and sealed in behalf of
acknowledged said instrument to be the free act and dee	
IN TESTIMONY WHEREOF, I have hereunto set seal at my office in Cole County, the day and year first al	my hand and affixed my official
Notary Public Dana L. Kaiser	
My commission expires: July 7,2007	DANA L. KAISER  Notary Public - Notary Seal  STATE OF MISSOURI  County of Cole  Sy Commission Expires: 1007,200



# **Boone County\_Public Works**

John P. Watkins II Manager Project Development



May 24, 2005

Mr. Chuck Sullivan, P.E. MoDot 511 Conley Road Columbia, MO 65201

Re: Masonic Drive

Dear Mr. Sullivan:

I am pleased to inform you that the Masonic Drive Road Construction Project has been completed as per the plans and specifications and will be placed in the process for acceptance by Boone County.

If you have any questions or concerns, or would like to discuss this matter further, please contact me at your convenience.

Sincerely,

John P. Watkins II

Project Development Manager

Cc: Masonic Road File
Director of Public Works
Design & Construction Manager
Maintenance Operations Manager
Randy Adams Construction – Chad
Planning & Building -Faxed

## **Boone County Public Works**

John P. Watkins II Manager Project Development



5551 Highway 63 South Columbia MO 65201-9711 Phone (573) 449-8515 ext. 242 Fax (573) 875-1602 E-mail: jwatkins@boonecountymo.org

May 3, 2004

Mr. Chuck Sullivan, P.E. MoDot 511 Conley Road Columbia, MO 65201

Re: Masonic Drive Acceptance

Dear Mr. Sullivan:

As per our regulations, the Boone County Commission will only accept roadways into our maintenance inventory once they have been inspected and built according to the plans approved by this department. The plans for this roadway were approved June 18, 2003.

Upon my final on-site inspection, I found the following punch list items that need to be completed before we can recommend acceptance to the Commission.

- 1. Sweep Roadway.
- 2. Holding water on west side of intersection of Masonic / Prathersville, please correct to assure positive drainage.
- 3. Install erosion control blankets as per the plans from STA 5+00 to STA 7+00 and STA 16+50 to 25+75. Ditch flow lines that have been eroded must be filled back in, compacted, seeded and fertilized before blankets are installed.
- 4. Re-set all silt fences that has fallen down or that was not properly installed.
- 5. Outflow pipe @ STA 8+00 L is not an approve pipe. Boone County does not allow HDPE pipe to be exposed within the ROW. All outflows pipes other than driveway pipes shall have Rip Rap or Erosion Control Fabric in place at end of pipe.
- 6. Correct the areas that a holding water and have excessive erosion in the flow line of the ditches.
- 7. A driveway not shown on the plans has been installed @ STA 20+00 L. A pipe needs to be installed or area needs to be graded in order not to hold water within the ROW.

Please see that the above-mentioned items are corrected so that we may recommend acceptance to the Boone County Commission when the time comes to do so.

If you have any questions or concerns, or would like to discuss this matter further, please contact me at your convenience.

Sincerely,

John P. Watkins II

Project Development Manager

Cc: Masonic Road File
Allstate Consultants



Roger B. Wilson Boone County Government Center 801 East Walnut Room 245 Columbia, MO 65201-7732 573-886-4305 • FAX 573-886-4311

## **Boone County Commission**

April 14, 2003

Mr. Roger Schwartze, District Engineer Central District – District 5 Missouri Department of Transportation 1511 Missouri Boulevard, P.O. Box 718 Jefferson City, MO 65102

Re: Masonic Drive

Dear Mr. Schwartz:

The Boone County Commission has been asked by the Masonic Home of Missouri to assume the maintenance responsibility for Masonic Drive, formerly known as Metro Lane, north of Prathersville Road. The County is willing to consider this request if the road is improved to County standards prior to acceptance at no cost to the County. Commissioner Elkin and County staff met with Mr. Rob Smith, Prime Development Inc., Mr. Ron Shy, Allstate Consultants and you and your staff on February 3, 2003 to discuss specific conditions which are as follows:

- The road shall be upgraded to a County standard paved road from the intersection of Prathersville Road to the northern end.
- A County standard cul-de-sac shall be constructed at the northern end of the road.
- All cross road culverts shall be inspected and any deficient structures shall be replaced prior to paving.
- Right of Way dedication along the entire road must be a minimum of 66 feet. (Missouri Department of Transportation requested to maintain the right of way at the intersection with Prathersville Road for possible future signalization purposes).
- The improvements shall be done at no cost to the County. Masonic Home of Missouri and Missouri Department of Transportation shall divide the costs as they deem appropriate.
- Masonic Home of Missouri must provide assurance to the County that future road right of
  way dedication and extensions to the adjacent property lines would be built upon platting
  and development of the remaining property. Note: the County has already received a
  letter to that effect.

The intent of the Boone County Commission is to accept this road for County maintenance as requested upon satisfactory completion of the above listed conditions.

Sincerely,

Presiding Commissioner

District I Commissioner

District II Commissioner

Cc:

Robert C. Smith, Prime Development Co. David Mink, Director of Public Works



### MASONIC HOME OF MISSOURI

TAKE TIME TO CARE

April 8, 2003

Mr. David Nichols Manager, Design and Construction Boone County Public Works 5551 Highway 63 South Columbia, Missouri 65201

Dear Mr. Nichols:

The Masonic Home of Missouri hereby agrees that in the event of a future decision by the Board of Directors of the Masonic Home to seek to further develop the remaining property located on Masonic Drive, North of Columbia, Missouri, that the Masonic Home will comply with the Boone County Platting requirements including the donation of all appropriate right- of-ways and easements, and that the roadway will be extended to the adjacent properties.

If at any time, the Masonic Home of Missouri sells or otherwise disposes of all, or a portion of the remaining property, then the purchaser will bear the responsibility of compliance with all of the requirements of the Planning & Zoning Commission of Boone County.

Hopefully, this answers your inquiry and provides satisfactory assurance from the Masonic Home relating to any potential future expansion or development. Should you require additional information or assurances, then please advise and I will attempt to provide the same by return mail. Thank you in advance for your time, attention and cooperation in this matter.

Sincerely and Respectfully,

Stanley M. Thompson, President

Board of Directors

cc: Vern H. Schneider, Esq., Legal Counsel

Ms. Karin Bell, Executive Director

Mr. Jimmie D. Lee, Chairman, Board of Directors

Rev. Elmer E. Revelle, Vice-President, Board of Directors

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI
County of Boone

July Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

12<sup>th</sup>

day of

July

**20** 05

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

Now on this day the County Commission of the County of Boone does hereby approve the Tax Collection Agreement with the City of Sturgeon. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 12th day of July, 2005.

Keith Schnarre

**Presiding Commissioner** 

ATTEST:

Wendy S. Woren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

#### BIIL NO. <u>06202005</u>

#### ORDINANCE NO. <u>642</u>

#### A BILL TO CREATE AN ORDINANCE ENTITLED:

"AN ORDINANCE ADOPTING A TAX COLLECTION AGREEMENT BETWEEN BOONE COUNTY, MISSOURI AND THE CITY OF STURGEON, MISSOURI."

#### TAX COLLECTION AGREEMENT

This agreement, made and entered into this <u>27<sup>TH</sup></u> day of <u>JUNE</u>, <u>2005</u>, by and between the City of Sturgeon, Missouri, a municipal corporation, hereinafter called the "City", and Boone County, Missouri, through the Boone County Commission, hereinafter called the "County", and Tom Schauwecker, Boone County Assessor, hereinafter called the "Assessor", Wendy S. Noren, Boone County Clerk, hereinafter called the "Clerk", and Patricia S. Lensmeyer, Boone County Collector of Revenue, hereinafter called the "Collector";

WHEREAS, the City and County are empowered, under Article VI, Section 16 of the Missouri Constitution, and Sections 50.332 & 70.220, RSMo., to enter into certain cooperative agreements for collection of property taxes; and

WHEREAS, the parties hereto believe it to be mutually advantageous for the County to assess, prepare and collect property taxes for the City for an agreed compensation;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I

The County by and through the County Assessor agrees to perform the assessment function of determining the fair market value and true assessed value of all real and personal property located within the City boundaries.

The County by and through the County Clerk and the Information Services Department agrees to create, on behalf of the City, tax billing amounts relating to all real and personal property located within the City boundaries including surtax on businesses located within the boundaries of the City. Such billing amounts are to be included and identified separately on tax bills generated on taxable property within the boundaries of the City, and shall include property taxes relating to the City of Sturgeon, Missouri.

H

The County, by and through the County Collector, hereby agrees to bill and collect, on behalf of the City, all monies due and owing the City for taxable property within the boundaries of the City.

IV

The County agrees that the City shall have access, during reasonable times and under the supervision of the Clerk or Collector, whichever is appropriate, to all data relating to the City taxes accumulated under the tax collection and processing system.

V

The County agrees to remit to the City, the receipts due the City at the same time the Collector remits other receipts similarly collected on behalf of other cities within the County; provided, however, that there shall be a remittance to the City at least once per month at which time the Collector shall provide a Statement of Monthly Collections Report.

VI

The City shall fix its ad valorem property tax rates, as provided in section 67.110 RSMo., not later than September first for entry in the tax books. If the City should fail to comply with Section 67.110 RSMo., then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year and the Collector will neither bill nor collect City taxes for that year either current or delinquent. However, the Collector will continue to collect and disburse prior year taxes under this agreement. A new agreement will have to be entered into by all parties to resume collecting current taxes.

The parties agree that the Collector shall have the responsibility for collection of all current and delinquent real and personal property taxes, including penalties, interest and fees except that current and delinquent tax bills created and collected by the City for tax year 2004 will continue to be collected by the City. Such collection of taxes, penalties, interest and fees shall be conducted in accordance with applicable law(s).

#### VIII

The parties agree to the following: The Collector shall withhold a sum equal to one percent (1%) of all taxes, penalties and fees collected by the Collector on behalf of the City as compensation for the bill creation and collections services herein provided by the County and said sum shall be deposited by the Collector in the Boone County general revenue fund. As required by Section 137.720.1 and Section 137.750, RSMo., the Collector further shall withhold one-half of one percent (1/2%) of all ad valorem property taxes collected by the Collector on behalf of the City to fund the costs and expenses incurred in assessing real and personal property except that the City will continue to withhold one-half of one percent (1/2%) of all ad valorem property taxes collected by the City for tax year 2004 and remit the amount withheld to the County. As further required by Section 137.720.2 and Section 137.750, RSMo., and subject to the provisions of subsections 5 and 6 of Section 137.750, RSMo, the Collector further shall withhold each calendar year an additional one-eighth of one percent (1/8%) of all ad valorem property taxes collected by the Collector on behalf of the City, except that the City will continue to withhold one-eighth of one percent (1/8%) of all ad valorem property taxes collected by the City for tax year 2004 and remit the amount withheld to the County, provided that for each calendar year, if the total amount of ad valorem property taxes, so further withheld by the Collector from the political subdivisions in Boone County, Missouri under Section 137.720.2, RSMo. shall exceed one hundred thousand dollars (\$100,000.00), the Collector shall pay to the City once during each calendar year such proportionate amount so further withheld the previous calendar year, plus interest, if any, on such sums received on behalf of the City and other political subdivisions in excess of one hundred thousand dollars (\$100,000.00). All sums withheld by the Collector, as required by Section 137.720 and Section 137.750, RSMo., shall be deposited by the Collector in the

Boone County Assessment Fund. All amounts withheld by the Collector shall be withheld proportionately from each separate property tax. The Collector shall then remit to the City the balance collected after the applicable amounts have been withheld from each separate property tax. The Collector shall provide the City a written itemization showing the balance remitted for each separate property tax.

#### IX

The parties hereto mutually agree that the term of this agreement begins upon acceptance by all parties and ends February 28, 2006, provided, however, that any party may terminate this agreement within sixty (60) days by serving upon all other parties to the agreement written notice of its intention to terminate the agreement. The parties hereto mutually agree that this contract will be automatically renewed on March 1, 2006, and will continue to renew on March 1 of each subsequent year unless any party serves written notice of termination no less than ninety (90) days prior to the renewal date.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

#### **CITY OF STURGEON, MISSOURI**

Alicia Walker, Mayor

ATTEST:

(1)

Jean Richards, City Clerk

APPROVED AS TO FORM?

City Attorney

#### **COUNTY OF BOONE**

Tom Schauwecker County Assessor

Wendy S Noren

County Clerk

Patricia S. Lensmeyer

Collector of Revenue

Keith Schnarre

**Presiding Commissioner** 

TTEST:

Wendy S. Noren

Clerk of the County Commission

PROVED AS TO FORM:

John Patton, County Counselor

First and Second Readings by title and Passage by the Board of Alderman of the City of Sturgeon, Missouri, this day of 2005
ATTEST: City Clerk: Jean Richards
VOTE: Danny Joiner Les Andy Perkins Les Ray Cranmer NP Paul Heywood Les
APPROVED BY THE MAYOR of the City of Sturgeon, Missouri, this 27 <sup>th</sup> day of <b>June 2005.</b>
ATTEST: Colly Clerk: Jean Richards  Mayor, Alicia Walker

Passed this <u>27<sup>th</sup></u> day of <u>June</u>, 2005.

STATE OF MISSOURI ea

July Session of the July Adjourned

**Term. 20** 05

**County of Boone** 

In the County Commission of said county, on the

12<sup>-th</sup>

day of

July

**20** 05

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:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
4020-83919: JJC Construction – Operating	\$8,568.00
Transfer OUT to Capital Project Fund	
4010-83919: Administration Building	\$10,127.00
Construction – Operating Transfer OUT to	
Capital Project Fund	
4000-03915: Courthouse Construction –	\$18,695.00
Operating Transfer IN from Capital Project	
Fund	
4000-71211: Courthouse Construction –	\$26,100.00
Architect and Engineering Fees	
4000-71212: Courthouse Construction –	\$700.00
Architect and Engineering Reimbursables	
4000-71211: Courthouse Construction –	\$800.00
Architect and Engineering Fees	
4000-71212: Courthouse Construction –	\$400.00
Architect and Engineering Reimbursables	

Said budget amendment is for architect and engineering fees for the Courthouse project.

Done this 12<sup>th</sup> day of July, 2005.

Keith Schnarre

Presiding Commissioner

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

## REQUEST FOR BUDGET AMENDMENT **BOONE COUNTY, MISSOURI**

6/24/2005

EFFECTIVE DATE

FOR AUDITORS USE 283-2005

											(Use whole		
D	ера	rtme	ent	<u>L</u>		A	CCO	unt		Department Name	Account Name	Decrease	Increase
4	0	2	0		8	3	9	1	9	JJC Construction	Operating Trans OUT to Capital Proj Fund		8,568
4	0	1	0		8	3	9	1	9	Admin Bldg Const	Operating Trans OUT to Capital Proj Fund		10,127
4	0	0	0		0	3	9	1	5	Courthouse Const	Operating Trans IN from Capital Proj Fund		18,695
4	0	0	0		7	1	2	1	1	Courthouse Const	A & E Fees		26,100
4	0	0	0		7	1	2	1	2	Courthouse Const	A & E Reimbursables		700
4	0	0	0		7	1	2	1	1	Courthouse Const	A & E Fees		800
4	0	0	0		7	1	2	1_	2	Courthouse Const	A & E Reimbursables		400

cribe the circumstances requiring this Budget Amendment. Please address any budgetary impact ful ane remainder of this year and subsequent years. (Use attachment if necessary):

Courthouse architect analysis - Butler Rosenbury

Courthouse Analysis 26,620.00 Judges' Chambers Revisions 1,190.00 Total Cost 27.810.00 Requesting Official

TO BE COMPLETED BY AUDITOR'S OF

A schedule of previously processed Budget Revisions/Amendments is

A fund-solvency schedule is attached.

Comments:

Project Funding

Project Costs

Fund 400 current cash balance 9,305.59 Transfer cash from fund 402 8,567.55 Transfer cash from fund 401

10,126.86

28,000.00

Auditor's Office

#### DGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. NOTE: The 10-day period may not be waived.
- The Budget Amendment may not be approved prior to the Public Hearing.

Calculations for Budget Amendment Courthouse Construction - Butler Rosenbury Architects Prepared by Auditor's Office 6/24/2005

COSTS:	Courthouse Analysis Project Cost Reimbursables Total		25,920.00 	26,620.00
	Judges' Chambers Revisions			
	Schematic layout	235.00		
	Revise per comments	235.00		
	Cost estimate	320.00		
	Subtotal		790.00	
	Reimbursables Total	-	400.00	1,190.00
	TOTAL COSTS			27,810.00
FUNDING	:			
400-01000	Courthouse Construction CASH	5/31/05 Balance		9,305.59
402-01000	JJC Construction CASH	5/31/05 Balance	8,567.55	
401-01000	Admin Bldg Construction CASH	remainder needed	10,126.86	
	-	-		18,694.41
	TOTAL FUNDING			28,000.00

#### Services and Pee Proposal, Attachment I Court System Expansion Study Additional Services

Butler, Rosenbury & Pártners, Inc. May 27, 2005

00.007\$	\$25,920.00	\$5,400.00	01⁄2	\$16,320.00	204	\$7,200.00	84	2.IATOT
\$200.00	\$1,880.00	00'0\$	0	\$1,280.00	9t	\$600.00	7	Revise per meeting
	00.018,12	\$0.00	0	00.059\$	8	\$1,200.00	8	eethimmoo ot emangalb
	00 078 13	0005		00 019\$		00 000 15	8	Present 1.0 & 45-year master plan
	00.01-6\$	00.0\$	0	00.048\$	8	\$300.00	3	notistneseng triograwog eregerg
			<u> </u>					rinal Master Plan
	\$1,240.00	00.02	0	00.049\$	8	00.003	Þ	Revise per meeting
	\$0.00	00.0\$	0	00.0\$	0	00.0\$	0	commission/courts*
			<del></del>					Present master plan diagrams to
	00.031,6\$	00.0\$	0	\$2,560.00	32	00.003	7	Develop master plen
	2840.00	00.02	1 0	00.059\$	8	00.02	0	battems
•		-[	<del> </del>	<del></del>		ļ	<u> </u>	Research and project county growth
			ļ		<u> </u>	<del> </del>		Feat Master Plan
\$200.00	00.000,6\$	\$5'400'00	07	00.0\$	0	00.008\$	\ <del>&gt;</del>	Prepare perspective drawing of preferred concept
	ļ	-	<del> </del>	<del> </del>	<del> </del>	<del></del>	<del></del>	commission/courts
	00.048,1 <b>2</b>	00.0\$	0	00.01-9\$	8	00.00S,t\$	8	Present preferred concept to
			<del> </del>	1	1		<del>                                     </del>	preferred concept
	00.003,6\$	00.0\$	0	\$3,200.00	04	00.006\$	5	Develop master plan drawings of
	00.048,1\$	00.0\$	0	00.05-8\$	8	\$1,200.00	8	ethucolnoisaiminco
	00 070 33	00 03	<u> </u>	00 0758	<u> </u>	00 000 18	L	ot amsigaib tnesen9
	00.085,1\$	00.0\$	0	00.085,1\$	91	00.0\$	0	concepts/scenarios
			<u> </u>	100 000 70	<del></del>		ļ <u>.</u>	Prepare cost estimates for
	00.008,62	00.0\$	1 0	00.002,68	0+	00.003	1 +	concepta/acenerios
	201010		<del> </del>		<del></del>		<del></del>	Develop 10 alternative
	00.01-9\$	00.0\$	-	00.01-8\$	8	00.0\$	0	Research county properties
	6320.00	00.0\$		\$320,00	<del>                                     </del>	00.0\$	· · · ·	Review committee meeting notes
<del>- , , , , , , , , , , , , , , , , , , ,</del>			<del></del>		<u> </u>			O-Year Master Plan
<b>11262</b>	Expe	Cost	BruoH	tsoO	anoH	Cost	SNUOH	
eldsznudi		00.08	\$ eleR	00.08	\$ ets.F	00,021	s etaA	
beten	nite∃ teoO latoT	:hitect	nA metal	l 139	3idə <b>rA</b>	jedi	Princip	sak Descubgon

The 45-year master plan shall be presented to the commission/courts simultaneously with the 10-year master plan.

# Services and Fee Proposal Judges' Chambers Revisions

Butler, Rosenbury & Partners, Inc. June 20, 2005

Task Description	1	Principal Rate \$150.00		. Architect Rate \$80.00		Intern Architect Rate \$60.00		Estimated Reimbursable
·	Hours	Cost	Hours '	Cost	Hours	Cost		Expenses
Judges' Chambers Revisions								
Schematic layout (fax to client)	0.5	\$75.00	2	\$160.00	0	\$0.00	\$235.00	
Revise per comments	0.5	\$75.00	2	\$160.00	0	\$0.00	\$235.00	1
Cost Estimate	0	\$0.00	4	\$320.00	0	\$0.00	\$320.00	
Construction Documents	1	\$150.00	16	\$1,280.00	40	\$2,400.00	\$3,830.00	
Bidding & Negotiations	0	\$0.00	8	\$640.00	16	\$960.00	\$1,600.00	
Construction Administration	0	\$0.00	8	\$640.00	24	\$1,440.00	\$2,080.00	
Site Meetings (2)	0	\$0.00	16	\$1,280.00	0	\$0.00	\$1,280.00	\$400.00
TOTALS	2	\$300.00	56	\$4,480.00	80	\$4,800.00	\$9,580.00	\$400.00

GENLSCR Year 2005 Fund 400 Acct 1000 Acct Typ Normal Bala	CASH & A			_	Opening Actual	Balance ZTD Credits ZTD Debits	6/24/05 13:39:5 9,229.01 76.58 9,305.59
Perio Janua Febru March April May June July Augus Septer Octobe Noveml Deceml	ry ary t mber er oer	Debits,	12.30 31.23 13.61 12.49 6.95	Cred	i,t,s	Curre	ent Balance 9,241.31 9,272.54 9,286.15 9,298.64 9,305.59 9,305.59

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

GENLSCR Year 2005 Fund 402 Acct 1000 Account Typ Normal Bala	CASH & INV	ION/RENOVATEST IN TREA	TION	Actual N	Balance (TD Credits (TD Debits	6/24/05 13:40:0 6,645.20 19,020.21 20,942.56 8,567.55
Perio Janua Febru March April May June July Augus Septe Octob Novem Decemi	t mber er ber	1,888.6 19,028.5 11.1 9.2 4.9	58 55 .3 .7	redits 18,224.1 796.0	.2	ent Balance 9,690.24- 8,542.22 8,553.35 8,562.62 8,567.55 8,567.55

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

Acct 1000 CASH &	GENERAL LEDGER ENTER/JOHNSON BLDG ( INVEST IN TREASURY ASSET	Opening CNST Actual N	SCREEN Balance (TD Credits (TD Debits	.6/2.4/.0.5 .1.3:.3.9:.5: <b>94,276.56 782.00</b>
	DEBIT	,Cu,r,r,e,n,t,	Balance,	95,058.56
Period January February March April May June July August September October November December Post Closing	125.60 318.86 139.12 127.50 70.92	Credits,		ent Balance 94,402.16 94,721.02 94,860.14 94,987.64 95,058.56 95,058.56

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

#### Fund 400: Jail Expansion/Renovation Solvency Analysis Prepared by Auditor's Office 6-24-2005

9,251.88

Plus: YTD Actual Revenues 2005

Interest through May

100.04

Operating Transfer IN from Fund 401 Operating Transfer IN from Fund 402 10,126.86 8,567.55

18,694.41

Less: Budgeted Expenditures 2005

	Current	Budget Revision/ Amendment	Total		Actual YTD Expenditures + Encumbrances	Remaining Budget
Class 1	0.00		0.00		0.00	0.00
Class 2	0.00		0.00		0.00	0.00
Class 3	0.00		0.00		0.00	0.00
Class 4	0.00		0.00		0.00	0.00
Class 5	0.00		0.00		0.00	0.00
Class 6	0.00		0.00		0.00	0.00
Class 7	0.00	28,000.00	28,000.00		0.00	28,000.00
Class 8	0.00		0.00		0.00	0.00
Class 9	0.00		0.00		0.00	0.00
	0.00	28,000.00		(28,000.00)	0.00	28,000.00

Anticipated Fund Balance 12-31-2005

46.33

#### 6/28/2005

FY 2005 Budget Amendments/Revisions Jail/Courthouse Expansion/Renovation (4000)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification
1	6/24/2005	4020-83919 4010-83919 4000-03915 4000-71211 4000-71212 4000-71211 4000-71212	JJC Const: Operating Transfer OUT to Cap Proj Fund Admin Bldg Const: Operating Transfer OUT to Cap Proj Fund Courthouse Const: Operating Transfer IN from Cap Proj Fund Courthouse Const: A & E Fees Courthouse Const: A & E Reimbursables Courthouse Const: A & E Fees Courthouse Const: A & E Reimbursables	8,568 10,127 18,695 26,100 700 800 400		Courthouse architect analysis - Butler Rosenbury

STATE OF MISSOURI ea.

July Session of the July Adjourned

**Term. 20** 05

County of Boone

In the County Commission of said county, on the

12th

day of

July

**20** 05

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

Now on this day the County Commission of the County of Boone does hereby re-appoint Joyce Porter to the Boone County Library Board for a term that will expire on June 30, 2009.

Done this 12<sup>th</sup> day of July, 2005.

Keith Schnarre

Presiding Commissioner

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

Keith Schnarre, Presiding Commissioner Karen M. Miller, District I Commissioner Skip Elkin District II Commissioner



Boone County Government Center 801 E. Walnut, Room 245 Columbia, MO 65201

573-886-4305 • FAX 573-886-4311 E-mail: commission@boonecountymo.org

284-2005

Re-appointment - Boone County Library Evard - Tryce Porter

Expire: 7/08/2009 6/30/2009  BOONE COUNTY BOARD OR COMMISSION
BOONE COUNTY BOARD OR COMMISSION  APPLICATION FORM
Board or Commission: Library Board Term: 3rd
Current Township: Today's Date: 6-3-05
Name: Jarge Porter
Home Address: 1113 Torrey Pines Orine Zip Code: 65203
Business Address: Zip Code:
Home Phone:  Fax: 573-442-2014 Work Phone:  E-mail: JoyceNP Wash.com
Daniel Boone Regional Library Goard, electrone be serve again, the will be my third term and I would like to help with our long Jern plana.
Past Community Service: Jeacher at West Junion High for 25 years. Volunteer at Borne Horfield. Retired teachers or animation.
References: Melina Carr Manuey (sulson)
I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.  Applicant Signature
Return Application To: Boone County Commission Office  Boone County Government Center

801 East Walnut, Room 245

Columbia, MO 65201 Fax: 573-886-4311

STATE OF MISSOURI

July Session of the July Adjourned

12th

Term. 20 ()5

**County of Boone** 

Boone

In the County Commission of said county, on the

day of

July

**20** 05

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

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Commission Chambers on August 6, 2005 from 10:00 a.m. to 5:00 p.m. for Scrapbooking/Crop. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 12<sup>h</sup> day of July, 2005.

Keith Schnarre

**Presiding Commissioner** 

ATTEST:

Wendy S. Moren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

JUN. 29 '05 (MON) 12:12 UM FP&D

06/29/2005 12:12 FAX

Keith Schnarre, Presiding Commissioner Karen M. Miller, District I Commissioner Skip Elkin, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

# Boone County Commission 285-2005

# APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

and/or Government Center as follows:
Description of Use: SCRAP BOOKING KROP
Date(s) of Use: SATURDAY AUGUST 6
Time of Use: From: 10:00 a.m/p.m. thru 5:00 a.m/m
Facility requested: Courthouse Grounds — Courtyard Square — Chambers — Chambers Atrium — Rm220 — Rm208 — Rm2139 — Rm2139 — Rm208 — Rm2
The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:
<ol> <li>To notify the Columbia Police Department and Roone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Counthouse grounds or designated rooms.</li> <li>To remove all trash or other debris that may be deposited (by participants) on the counthouse grounds and/or in mome by the organizational use.</li> </ol>
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courfhouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courficuse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify end hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, hitigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
Name of Organization/Person: TON: HENLEY
Organization Representative/Title: HOPE ALBUMS MUNDRY BOOKS 384=4347
Address/Phone Number: 2369 W. DRIPPING SPRINGS ROAD; COLUMBIA
Date of Application: JUNE 29, 2005 573/489-0999
PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES
The County of Boone hereby grants the above application for permit in accordance with the forms and conditions above written.  The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.
ATTEST:  BOONE COUNTY, MISSOURI  WHAT I WANTED
County Clerk County Commissioner
DATE:12 JULY 2005

STATE OF MISSOURI

July Session of the July Adjourned

**Term. 20** 05

County of Boone

In the County Commission of said county, on the

12th

day of

July

05 20

m Miller

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

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courthouse Grounds for a rally against 2004's Amendment 2 with speakers on August 3, 2005 from 10:00 a.m. to 3:00 p.m. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 12<sup>th</sup> day of July, 2005.

Keith Schnarre

Presiding Commissioner

ATTEST:

Clerk of the County Commission

District I Commissioner

Skip Elkin

Keith Schnarre, Presiding Commissioner Karen M. Miller, District I Commissioner p Elkin, District II Commissioner



RECEIVED

Roger B. Wilson

Koger B. Wilson
Boone County Government Center
JUL - 8 2005 801 East Walnut Room 245

Columbia, MO 65201-7732

Boone Count (573-886-4305 • FAX 573-886-4311

# Boone County Commission 286-2005

# APPLICATION FOR ORGANIZATIONAL USE OF

BOONE COUNTY FACILITIES
The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:
Description of Use: Rally against 2004s Amendment 2, Speakers
Date(s) of Use: $8/03/05^{\circ}$
Time of Use: From: 10.00 (a.m./p.m. thru 3.00 a.m./o.m.)
Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Chambers Atrium - Rm220 - Rm208 - Rm139
The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:
<ol> <li>To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.</li> <li>To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.</li> <li>To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.</li> <li>To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.</li> <li>To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.</li> </ol>
Organization Representative/Title: Organizer  (SIA) 2010 (SIA) 2010
Address/Phone Number: 3322 St. Charles Rd. Columbia MO65201 (816)261-445
Date of Application: 07/08/05
PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES  The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written.  The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.
ATTEST: BOONE COUNTY, MISSOURI
County Clerk 5. Nov.  County Commissioner  County Commissioner
DATE:12 JULY 2005