

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 08

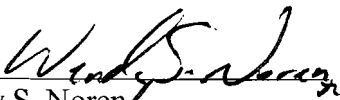
In the County Commission of said county, on the 5th day of February 20 08

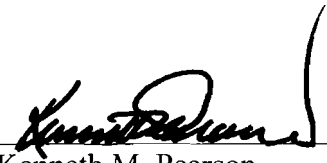
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request to transfer Jenny Atwell to Sheriff's Department position 716 – Captain at 107% of Mid-Point.

Done this 5th day of February, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary) BOONE COUNTY Commission Order 146-2006

Description of form: To request approval to transfer above "ATS" (authorized transfer salary).

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Jenny Atwell Department Boone County Sheriff's Dept.

Position Title Captain Position No. 716

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
OR Hourly: 30.28 % of Mid-Point 107

No. of employees in this job classification within your Department? 5

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Employee has been with the Boone County Sheriff's Department since June 21, 1993 and has been a Lieutenant in the Jail since January 1 2003 and classified as Assistant Division Commander of the Boone County Detention Facility.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: We have 3 other employees with the Captain Rank and Jenny Atwell's salary would not exceed their salary.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? This should not affect any other employee. Jenny Atwell's salary does not match the other captains within this department. Jenny was at 111% of midpoint of range 46 and will move to 107% of range 52

Additional comments: Jenny Atwell is being moved to this position through the Salary Committee process of changing the two Jail Lieutenants to Captains. This was also presented through the 2008 budget process which was recently approved by the Boone County Commissioners.

Administrative Authority's Signature: Dwayne Conroy Date: 1-22-08

Auditor's Certification: _____ Funds are available within the existing departmental salary and wage appropriation (#10100).
_____ Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: See attached. [Signature] Date: 1-24-08

Human Resource Director's Recommendations: Recommend approval

Human Resource Director's Signature: Betty Schmitz Date: 1-25-08

County Commission Approve Deny
Comment(s): _____

Presiding Commissioner's Signature: [Signature] Date: 2/05/08

District I Commissioner's Signature: Kare M Miller Date: 2/05/08

District II Commissioner's Signature: [Signature] Date: 2/5/08

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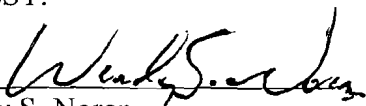
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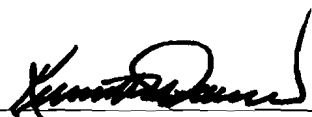
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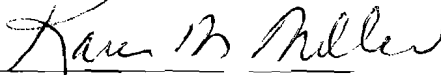
Now on this day the County Commission of the County of Boone does hereby approve the request to transfer Keith Hoskins to Sheriff's Department position 715 – Captain at 109% of Mid-Point.


Done this 5th day of February, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary)
BOONE COUNTY Commission Order 146-2006

CO # 73-2008
 Return to
 Auditor's Office

Description of form: To request approval to transfer above "ATS" (authorized transfer salary).
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2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Keith Hoskins Department Boone County Sheriff's Dept.
 Position Title Captain Position No. 715

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
 OR Hourly: 30.87 % of Mid-Point 109

No. of employees in this job classification within your Department? 5

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Employee has been with the Boone County Sheriff's Department since March 21, 1986 and has been a Lieutenant in the Jail since April 14, 1999 and classified as Assistant Division Commander of the Boone County Detention Facility.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: We have 3 other employees with the Captain Rank and Keith Hoskins' salary would not exceed their salary.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? This should not affect any other employee. Keith Hoskins' salary does not match the other captains within this department. Keith was at 114% of midpoint of range 46 and will move to 109% of range 52

Additional comments: Keith Hoskins is being moved to this position through the Salary Committee process of changing the two Jail Lieutenants to Captains. This was also presented through the 2008 budget process which was recently approved by the Boone County Commissioners.

Administrative Authority's Signature: [Signature] Date: 1-22-08

Auditor's Certification: _____ Funds are available within the existing departmental salary and wage appropriation (#10100).
 _____ Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.
 Auditor's Signature: See attached [Signature] Date: 1-24-08

Human Resource Director's Recommendations: Recommend approval

Human Resource Director's Signature: [Signature] Date: 1-25-08

County Commission Approve Deny
 Comment(s): _____

Presiding Commissioner's Signature: [Signature] Date: 2/5/08
 District I Commissioner's Signature: [Signature] Date: 2/05/08
 District II Commissioner's Signature: [Signature] Date: 2/5/08

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STATE OF MISSOURI }
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February Session of the January Adjourned

Term. 20 08

In the County Commission of said county, on the

5th

day of

February

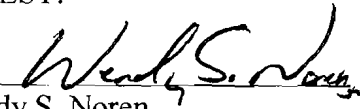
20 08

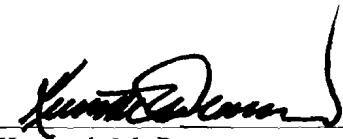
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the request to transfer Warren Brewer to Sheriff's Department position 714 – Chief Jailer at 118% of Mid-Point.

Done this 5th day of February, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary) BOONE COUNTY Commission Order 146-2006

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- 1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Warren Brewer Department Boone County Sheriff's Dept.

Position Title Chief Jailer Position No. 714

Proposed Starting Salary (complete one only) Annual: % of Mid-Point OR Hourly: 34.14 % of Mid-Point 118

No. of employees in this job classification within your Department? 1

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Employee has been with the Boone County Sheriff's Department since December 13, 1982 and has been in charge of the Jail since January 1, 1988

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: We do not have any other employee in this type of position.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? This should not affect any other employee. Warren Brewer is moving from Captain over the jail to Chief Jailer. This is the only position of this type within our department. Warren was in position 684 at 119% of midpoint of range 52

Additional comments: Warren Brewer is being moved to this position through the Salary Committee process of changing the two Jail Lieutenants to Captains and the existing Captain to Chief Jailer since he is their supervisor. This was also presented through the 2008 budget process which was recently approved by the Boone County Commissioners.

Administrative Authority's Signature: Justice Carey Date: 1-22-08

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100). Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached. Auditor's Signature: See attached. Date: 1-24-08

Human Resource Director's Recommendations: Recommend approval

Human Resource Director's Signature: Betty Dickreite Date: 1-25-08

County Commission [X] Approve [] Deny Comment(s):

Presiding Commissioner's Signature: [Signature] Date: 2/5/08

District I Commissioner's Signature: [Signature] Date: 2/05/08

District II Commissioner's Signature: [Signature] Date: 2/5/08

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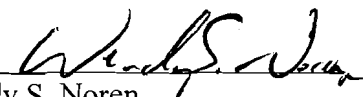
In the County Commission of said county, on the 5th day of February 20 08


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

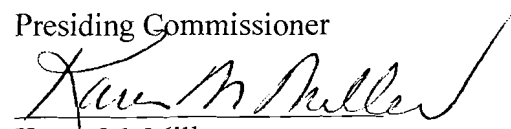
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Department of Natural Resources comment letter regarding the storm water permit.

Done this 5th day of February, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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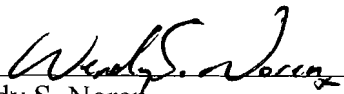
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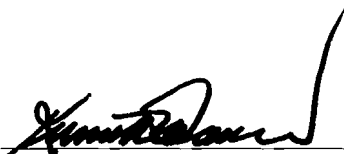
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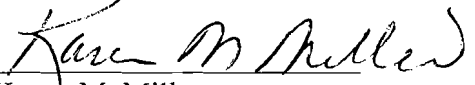
Now on this day the County Commission of the County of Boone does hereby approve the agreement for consultant services with Allstate Consultants, LLC for Pecos Court Stormwater. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 5th day of February, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 5th day of February, 2008, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: ALL STATE CONSULTANTS LLC

Project/Work Description: PECOS COURT STROMWATER

Proposal Description: See attached Scope of Services and Fee Schedule dated January 17, 2008 and issued by Allstate Consultants LLC

Modifications to Proposal: Fees and expenses shall not exceed \$21,955.76 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

ALLSTATE CONSULTANTS LLC

By [Signature]
Title PRESIDENT

Dated: 2/08/2008

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 2/5/08

ATTEST:

[Signature]
County Clerk

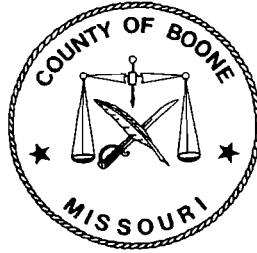
CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

[Signature] /23/08
Auditor by [Signature] Date 2045-71102

Boone County Public Works

Derin Campbell, P.E.
Manager
Design and Construction Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (223)
FAX (573) 875-1602
EMAIL: dcampbell@boonecountymo.org
www.boonecountymo.org

MEMO

TO: Whom it may concern

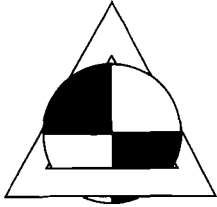
FROM: Derin Campbell, P.E. *DC*
Manager, Design and Construction
Public Works

DATE: December 10, 2007

RE: Request for proposal
Pecos Court Storm Water Project

In a meeting with Chad Sayre of Allstate Consultants, Dave Mink and Derin Campbell representing Boone County Public Works a verbal request for proposal was inquired from Allstate Consultants. Justification of this request being that Allstate Consultants is already doing work in the immediate vicinity. Chad Sayre conveyed a great deal of knowledge of the existing storm water problem. The problem was discussed at length. From this discussion Chad sketched out some notes outlining a rough scope of services.

As a result, Allstate Consultants has submitted this contract proposal.



allstate consultants llc
Engineering • Planning • Surveying • Investigative • Geotechnical

January 17, 2008

Mr. David Mink, Director
Boone County Public Works
5551 Hwy 63 S
Columbia, MO 65201

JAN 17 2008

Re: Engineering Services Proposal
Pecos Court Stormwater

Dear Mr. Mink:

Please find the enclosed "not to exceed" cost estimate for the Pecos Court project. Our fees will be billed hourly with a maximum not to exceed amount. Please let us know if we need to provide anything further. We are ready to start upon your notice to proceed.

Sincerely
Allstate Consultants LLC

Chad Sayre, PE

**ATTACHMENT A
ESTIMATE OF COST**

**County of Boone
Pecos Court stormwater Improvements**

December 15, 2007

DESIGN PHASE

ITEM DESCRIPTION	TECH 1 \$40	TECH 2 \$55	SURV 1/TECH 3 \$65	PE-I/SURV2 \$78	PE 2 \$88	PE3 \$98	ESTIMATED COST
PRELIMINARY ENGINEERING							
TASK A - PROJECT STARTUP							
A-1 FIELD REVIEW WITH STAFF	1	1	1	1	1		\$326.00
A-2 MEETINGS		1	1	1	1		\$286.00
A-3 CONTRACT APPROVAL	1	1	1	1	3		\$502.00
SUBTOTAL TASK A	2	3	3	3	5	0	\$1,114.00
TASK B - DATA COLLECTION/SPECIAL							
B-1 SPECIAL SURVEYS	1	8	6	8	1	1	\$1,680.00
B-2 CONTROL POINTS	1	1	6	0	0	0	\$485.00
B-3 UTILITIES RESEARCH/MEETINGS	6	0	6	0	0	0	\$630.00
B-4 ENVIRONMENTAL REVIEW	0	0	0	0	0	0	\$0.00
B-5 PREL. STAKE/SURVEY/SPECIAL SURVEYS	6	1	6	2	0	0	\$841.00
SUBTOTAL TASK B	14	10	24	10	1	1	\$3,636.00
TASK C - PRELIMINARY ANALYSIS/ETC							
C-1 County/CITY REQUIREMENTS AND REPORT	12	0	0	0	40	20	\$5,960.00
C-2 REVIEW COUNTY REPORT	2	0	0	0	4	8	\$1,216.00
C-3 SUBMITTALS/MEETINGS	2	0	0	0	4	8	\$1,216.00
SUBTOTAL TASK C	16	0	0	0	48	36	\$8,392.00
TASK D - PRE. PLANS/CALCS/ETC							
D-1 COVER SHEET	1	2	1	1	1	0	\$381.00
D-2 PLAN AND PROFILE SHEETS	4	2	2	0	1	0	\$488.00
D-3 CROSS SECTIONS/DETAILS	2	6	0	0	1	0	\$498.00
D-4 OVERALL PROJECT LAYOUT/EVALUATIONS	8	0	0	0	1	0	\$408.00
D-5 FIELD CHECK	4	4	4	0	1	0	\$728.00
D-6 SUBMITTALS/MEETINGS	2	6	0	0	1	0	\$498.00
D-7 PERMIT APPLICATIONS REVIEW COMMENT	2	2	2	0	0	0	\$320.00
SUBTOTAL TASK D	23	22	9	1	6	0	\$3,321.00
TASK E - R/W PLANS/FIN. EASEMENT							
D-1 DESCRIPTIONS	8	1	2	16	0	1	\$1,851.00
D-2 SITE PLANS/MEETINGS	1	1	2	1	0	1	\$401.00
D-3 SUBMITTALS	1	1	2	1	1	1	\$489.00
SUBTOTAL TASK E	10	3	6	18	1	3	\$2,741.00

FIG. VI-1-10 (cont.)

DESIGN PHASE EST. - CONT.

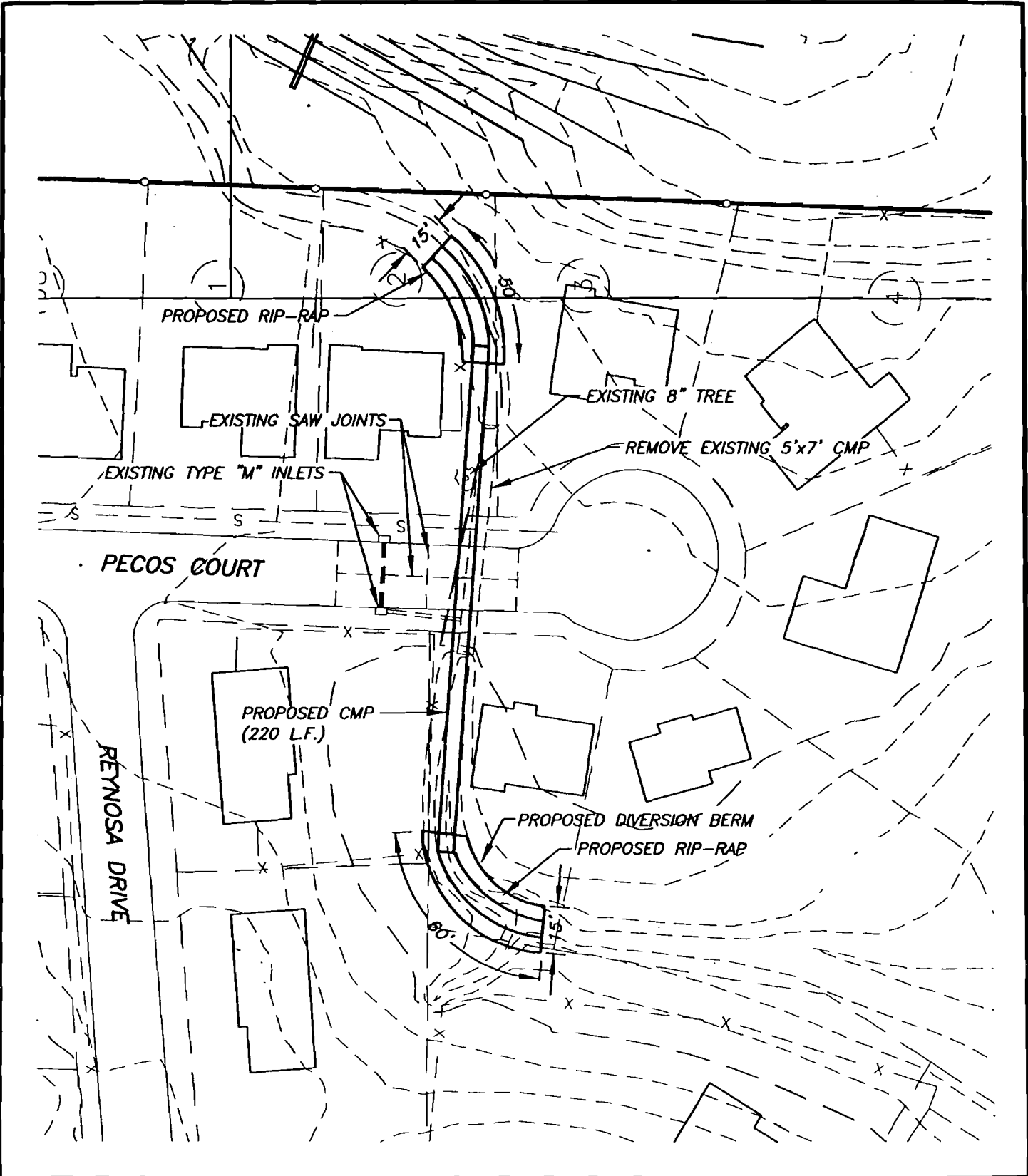
FINAL ENGINEERING							
TASK F- FINAL PLANS(W/REVISIONS)							
F-1 COVER SHEET	1	0	0	0	0	0	\$40.00
F-2 SITE PLANS/EXISTING/ETC	1	0	0	0	0	0	\$40.00
F-3 GENERAL DETAILS AND QUANTITIES	1	0	0	0	0	0	\$40.00
F-4 TRAFFIC CONTROL	1	0	0	0	0	0	\$40.00
F-5 GENERAL ELEVATIONS	0	0	0	0	0	0	\$0.00
F-6 FOUNDATIONS/TOWER/DETAILS/ALTERNATES	0	0	0	0	0	0	\$0.00
F-7 GEOTECH LOGS	0	0	0	0	0	0	\$0.00
F-8 STRUCTURAL SHEETS	0	0	2	1	2	2	\$580.00
F-9 PROSPECT SEWER CONNECTION PLANS	0	0	0	0	0	0	\$0.00
F-9 PLAN PROFILE SHEETS	4	0	0	1	2	0	\$414.00
F-10 MODOT CROSSING DETAILS	0	0	0	0	0	0	\$0.00
F-11 SPECIAL MANHOLES SHEETS	0	0	1	1	1	0	\$231.00
F-12 SPECIAL PLAN SHEETS DETAILS	0	0	2	8	2	0	\$930.00
F-13 WATERLINE DETAILS	0	0	0	0	0	0	\$0.00
F-14 FINAL SUBMITTAL/MEETINGS/REVISIONS	6	0	2	1	1	0	\$536.00
F-15 SPECIFICATIONS AND CONTRACTS	2	0	2	1	1	1	\$474.00
SUBTOTAL TASK F	16	0	9	13	9	3	\$3,325.00
TASK G - BIDDING SERVICES							
G-1 NOTIFICATION	0	0	0	0	0	0	\$0.00
G-2 DISTRIBUTION	0	0	0	0	0	0	\$0.00
G-3 PREBID CONFERENCE	1	1	1	0	1	0	\$248.00
G-4 BIDDING	1	1	1	0	1	0	\$248.00
G-5 BID OPENING AND TABULATION	1	1	1	0	1	0	\$248.00
G-6 CONTRACTS	0	0	0	0	0	0	\$0.00
G-7 REVIEW SHOP DRAWINGS	0	0	0	1	1	0	\$166.00
G-8 PRECONSTRUCTION CONFERENCE	0	0	1	1	2	0	\$319.00
SUBTOTAL TASK G	3	3	4	2	6	0	\$1,229.00
TOTAL ESTIMATE OF HOURS FOR DESIGN	84	41	55	47	76	43	
	\$3,360	\$2,255	\$3,575	\$3,666	\$6,688	\$4,214	\$23,758.00
SUMMARY OF CHARGES FOR DESIGN							
AVERAGE DIRECT SALARY RATE	\$15.00	\$19.00	\$25.00	\$28.00	\$33.00	\$44.00	
TOTAL DIRECT SALARY	\$1,260.00	\$779.00	\$1,375.00	\$1,316.00	\$2,508.00	\$1,892.00	\$9,130.00
MULTIPLIER	1.9807	1.9807	1.9807	1.9807	1.9807	1.9807	
DIRECT SALARY * MULTIPLIER	\$2,495.68	\$1,542.97	\$2,723.46	\$2,606.60	\$4,967.60	\$3,747.48	\$18,083.79
FIXED FEE (15% OF DIRECT SALARY)	\$374.35	\$231.44	\$408.52	\$390.99	\$745.14	\$562.12	\$2,712.57
SUBTOTAL (DIRECT+MULTIPLIER+FIXED)	\$2,870.03	\$1,774.41	\$3,131.98	\$2,997.59	\$5,712.73	\$4,309.61	\$20,796.36
DESIGN EXPENSES							
GEOTECHNICAL							
ARCHEOLOGICAL - LUMP SUM							\$0.00
MILEAGE @ .445 cents	0	0	0	0	0	0	\$0.00
COMPUTER \$10.00 per hour	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PRINTING/REPRODUCTION - LUMP SUM							\$0.00
SUBTOTAL (EXPENSES)							\$0.00
TOTAL DESIGN PHASE							\$20,796.36

FIG. VI-1-10

CONSTRUCTION PHASE

TASK H - CONSTRUCTION SERVICES							
H-1 CONSTRUCTION STAKING(CONTROL POINTS)	8	0	0	8	1	1	\$1,130.00
H-2 AS-BUILT SURVEY	0	0	0	0	0	0	\$0.00
H-3 CONSTRUCTION OBSERVATION	0	0	0	0	0	0	\$0.00
H-4 PRE-FINAL INSPECTIOIN			0	0	0	1	\$98.00
H-5 FINAL INSPECTION			0	0	0	1	\$98.00
SUBTOTAL TASK G	8	0	0	8	1	3	\$1,326.00
TOTAL ESTIMATE OF HOURS FOR CONST.	8	0	0	8	1	3	
	\$320	\$0	\$0	\$624	\$88	\$294	\$1,326.00
SUMMARY OF CHARGES FOR CONST.							
AVERAGE DIRECT SALARY RATE	\$15.00	\$19.00	\$25.00	\$28.00	\$33.00	\$44.00	
TOTAL DIRECT SALARY	\$120.00	\$0.00	\$0.00	\$224.00	\$33.00	\$132.00	\$509.00
MULTIPLIER	1.9807	1.9807	1.9807	1.9807	1.9807	1.9807	
DIRECT SALARY * MULTIPLIER	\$237.68	\$0.00	\$0.00	\$443.68	\$65.36	\$261.45	\$1,008.18
FIXED FEE (15% OF DIRECT SALARY)	\$35.65	\$0.00	\$0.00	\$66.55	\$9.80	\$39.22	\$151.23
SUBTOTAL (DIRECT+MULTIPLIER+FIXED)	\$273.34	\$0.00	\$0.00	\$510.23	\$75.17	\$300.67	\$1,159.40
CONSTRUCTION EXPENSES							
GEO TECHNICAL							\$0.00
ARCHEOLOGICAL - LUMP SUM							\$0.00
MILEAGE @ .445 cents	0	0	0	0	0	0	\$0.00
COMPUTER (\$10.00 per hour)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PRINTING/REPRODUCTION - LUMP SUM							\$0.00
SUBTOTAL (EXPENSES)							\$0.00
TOTAL CONSTRUCTION PHASE							\$1,159.40
TOTAL PROJECT							\$21,955.76

FIG. VI-1-11



PREPARED BY:

ALLSTATE CONSULTANTS, L.L.C.

3312 LEMONE IND. BLVD.
 COLUMBIA, MISSOURI 65201
 PHONE (573) 875-8799
 FAX (573) 875-8850



DATE: AUGUST 8, 2007

**PECOSA COURT
 STORMWATER IMPROVEMENTS
 COLUMBIA, MISSOURI**

SCALE:
 1" = 60'

PROJECT ENG.
 C.W.S.

PROJECT NUMBER:
 06182.01

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 08


In the County Commission of said county, on the 5th day of February 20 08

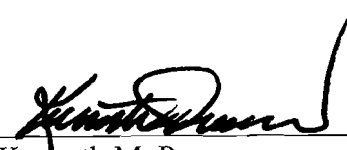
the following, among other proceedings, were had, viz:

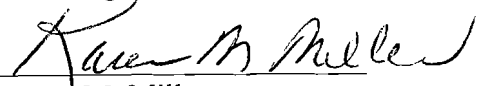
Now on this day the County Commission of the County of Boone does hereby approve the agreement for consultant services with Trabue, Hansen & Hinshaw, Inc. for Country Hills Subdivision Drainage Study. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 5th day of February, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 5th day of February, 2008, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein Owner) hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: TRABUE, HINSHAW & HANSEN, INC.

Project/Work Description: COUNTRY HILL SUBDIVISION DRAINAGE STUDY

Proposal Description: (identify proposal by date, person issuing proposal and attach a copy of proposal). See attached request for proposal (rev.1) under cover letter dated December 19, 2007 and proposal letter issued by Darrell G. Hartley, P.E. dated January 14, 2008, excluding standard terms and conditions

Modifications to Proposal: (identify any modifications or attach correspondence modifying proposal, or show as not applicable) Fees and expenses shall not exceed \$8,500.00 without prior written approval of Owner. Consultant standard terms and conditions are excluded from the approved proposal. Terms and conditions of Request For Proposal (Rev.1) shall govern content of engineering report.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

TRABUE, HINSHAW & HANSEN, INC

By [Signature]
Title President

Dated: 2-7-08

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 2/5/08

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
County Clerk

APPROVED:

[Signature]
Director, Boone County Public Works

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

[Signature] 1/29/08 2045-71102
Auditor [Signature] Date

January 14, 2008

Mr. Derin Campbell, P.E.
Boone County Public Works
5551 Hwy 65 South
Columbia, MO. 65201

JAN 14 2008

Re: Country Hills Subdivision Drainage Study
THH 074293

Dear Derin,

Thank you for the opportunity to provide Boone County with professional engineering services on the above referenced project. This revised proposal is in response to your December 19, 2007, Request for Proposal and our recent onsite meeting.

PROJECT DESCRIPTION: The project involves the study of drainage problems within certain areas of the subdivision as outlined in the aerial prepared by Boone County. Our study will provide preliminary recommendations and cost estimates to improve the drainage.

The undersigned Client and Trabue, Hansen, and Hinshaw, Inc. (*THHinc.*) agree as follows:

SCOPE OF SERVICES: *THHinc* will provide the Client the following professional services for your project:

- A. *THHinc* will review existing information and conduct up to two site visits to observe current drainage patterns and storm drain performance. We will also obtain and review aerial topography to assist in our drainage area determinations.
- B. *THHinc* will evaluate the existing stormwater management system through hydraulic calculations based upon the Rational Method and aerial topography.
- C. *THHinc* will determine preliminary layout and design of drainage improvements based upon our findings.
- D. *THHinc* will provide preliminary estimates for engineering costs related to construction document preparation as well as preliminary costs for construction costs.
- E. *THHinc.* will present our findings in an engineering report.

CLIENT RESPONSIBILITIES: It will be your responsibility to provide the following:

- A. Copies of as-built plans and other information concerning the existing subdivision.
- B. Access to the site for field review and survey work.

SCHEDULE: We will begin our professional services upon receipt of a signed contract, which will serve as our Notice to Proceed. We will submit our Drainage Report within 60 days of the Notice to Proceed and our Final Drainage Report within 10 days of review comments.

COMPENSATION: We will provide the professional services described in the Scope on a Lump Sum Basis for a Contract Fee of \$ 8,500.00, unless the Client authorizes additional services. The terms of this proposal are valid for 60 days from the date of this proposal.

ADDITIONAL SERVICES: If requested by the Owner *THHinc* may provide additional services, including:

- A. Report Review Meeting
- B. Construction Document Phase Services
- C. Construction Phase Services

EXHIBITS:

- A. Work Plan
- B. Standard Terms and Conditions

~~AGREEMENT: This Proposal shall become the Agreement for Services when signed and dated by both parties. Please return a signed copy of this agreement to us as our authorization to proceed. This agreement is subject to the Standard Terms and Conditions.~~

~~ACKNOWLEDGMENT OF OFFER AND ACCEPTANCE:~~

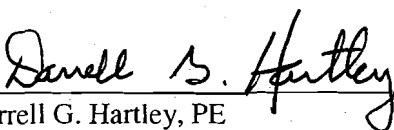
~~Proposal accepted and services are authorized to proceed.~~

~~BOONE COUNTY~~

~~BY: _____ TITLE: _____~~

~~DATE ACCEPTED: _____~~

Offer By: TRABUE, HANSEN, AND HINSHAW, INC. (Vendor #113663)

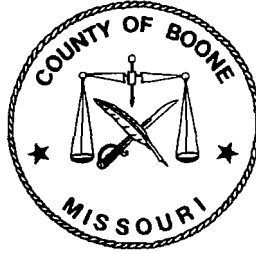


Darrell G. Hartley, PE
Project Manager

Encl.: Second Copy of Proposal, with attachments

Boone County Public Works

Andrew Dick, P.E.
Infrastructure Engineer
Design and Construction Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515
FAX (573) 875-1602
EMAIL: adick@boonecountymo.org
www.showmeboone.com

December 19, 2007

Mr. Darrell Hartley, P.E.
Trabue, Hansen, and Hinshaw, Inc.
1901 Pennsylvania Dr.
Columbia, MO. 65208

Re: Request for Proposal – Engineering Services – Country Hill Subdivision (REV. 1)

Dear Mr. Hartley,

The request for Proposal for Engineering Services for a Preliminary Storm Water Management Study is enclosed. There is a slight revision to the proposal you picked up. It is in the first paragraph of the request for proposal and bolded so that the only revision is easy to see. A revised map is enclosed as well, better depicting the areas that are needed to be studied. Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Dick", is written over the word "Sincerely,".

Andrew Dick, P.E.

Cc: David Mink, P.E.
Derin Campbell
Project File

REQUEST FOR PROPOSAL--ENGINEERING SERVICES (REV. 1)

Project Name: Country Hill Subdivision – Preliminary Stormwater Management Study

The Boone County Public Works Department (BCPW) desires to select an engineering consultant for the purposes of developing a preliminary stormwater management study for the Country Hill Subdivision. The BCPW invites Trabue, Hansen & Hinshaw to submit a proposal to provide these services. **BCPW requests that the deliverable requested by this proposal be submitted by mid-June 2008 anticipating a notice to proceed is issued by February 1, 2008. If this time frame can not be met, please let us know as soon as possible.**

The primary scope of professional engineering services is to develop a preliminary engineering report including the estimated construction cost and engineering cost for budgetary purposes that would contain general recommendations for drainage improvements in the Country Hill Subdivision. The study should look at various solutions to current drainage problems in the subdivision. Areas to be studied are delineated on the enclosed map. Preliminary engineering report shall include:

- A. Documentation of Drainage Issues: Observe the hydraulic conditions and problems in the noted areas and perform preliminary engineering to generate several corrective options.
- B. Preliminary Proposed Drainage System: Prepare a plan outlining the proposed options, which would adequately convey a 10-year design storm. The preliminary drainage system should show:
 - Estimated Pipe system alignment and sizing.
 - Estimated Inlet locations.
 - Any other proposed design features.
- C. Preliminary Engineering Report: The report should summarize all findings, documented and observed problems, and discuss proposed solutions. In addition, this report should discuss anticipated problems regarding design and/or construction.
- D. Estimated Engineering and Construction Costs: The engineering and construction estimates to be included in the preliminary engineering report should include the cost to prepare a construction grade set of plans. Preparation of all easement documents and utility relocation costs shall be included in the estimates, meanwhile, being aware of the following design considerations:
 - Pipe system alignment and sizing.
 - Inlet locations, capacity and sizing.
 - Overflow system path, flow rate, and elevation. Include an evaluation of existing buildings with relation to overflow drainage. Overflow and open system drainage should, where possible, provide provisions for the 100-year design storm (or the maximum possible design storm up to the 100-year) and allow for 1 foot freeboard from Energy Grade Line (EGL) to structure low openings.

- Building finish floor elevations for comparison with flood elevations.
- Design flows (10 and 100 year) entering the site of the proposed improvements from all upstream tributary areas.
- Design flows (10 and 100 year) for all system components.
- Design flow leaving the site of the proposed improvements at each downstream outfall.
- Drainage area calculations.
- Gutter capacity/spread.
- Inlet intercept/bypass ratio.

The consultant should keep in mind while preparing the engineering and construction cost estimate that the cost for the actual design specs and plans set shall include the above but also should include:

- Provide a design schedule showing all pertinent dates in the design process including submittal of plans to the County for review at the following intervals: 50%, 75%, and 95% complete plans. Meetings will be included at each phase for the consultant to attend, receive comments, and incorporate comments.
- Construction estimates shall be provided at each stage.
- Schedule and participate in a utility meeting with the County and all necessary utility companies. Provide 50% plans to all parties and incorporate all comments.
- Attend a Pre-bid meeting to answer any questions pertinent to the project and prepare an addendum if necessary.

All designs should meet Corps of Engineers Requirements: Document any known Corps of Engineers requirements, if any, and what will be necessary to satisfy those requirements (e.g. Jurisdictional Determination, Nationwide or Individual permit). Include a narrative section that summarizes the requirements along with appropriate maps of all "waters of the U.S." and jurisdictional wetlands. In addition, FEMA/DWR Requirements: The Stormwater Management Study must document what, if any, FEMA/DNR requirements will have to be met as part of the project.

Questions regarding the contents of this Request for Proposal should be directed to:

Andrew Dick, P.E.
 Infrastructure Engineer
 Boone County Public Works
 (573) 449-8515
adick@boonecountymo.org



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned Term. 20 08

In the County Commission of said county, on the 5th day of February 20 08

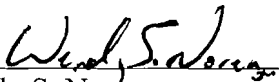
the following, among other proceedings, were had, viz:

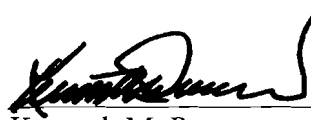
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for additional traffic counters:

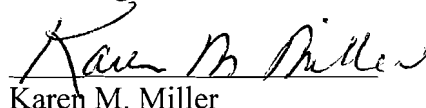
Department	Account	Department Name	Account Name	Decrease	Increase
2045	70050	PW Design & Const.	Software Service Ct	\$3,850.00	
2045	92300	PW Design & Const.	Rep Mach & Equip		\$3,850.00

Done this 5th day of February, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 08

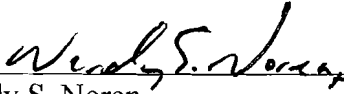
In the County Commission of said county, on the 5th day of February 20 08

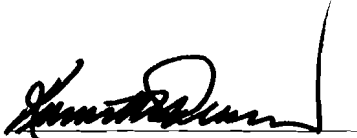
the following, among other proceedings, were had, viz:

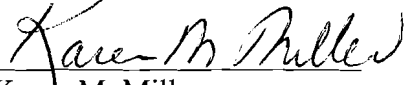
Now on this day the County Commission of the County of Boone does hereby approve the request from the Purchasing Director to de-activate position titled "Senior Buyer" (1.0 FTE, range 36, position #530) in the Purchasing Department's FY2008 personnel budget and add position titled "Buyer" (1.0 FTE, range 33, position #717), effective 1/31/2008.

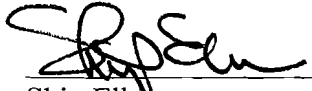
Done this 5th day of February, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, 2nd Floor
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: February 4, 2008
RE: Recruitment of Buyer

The Purchasing Department is seeking approval from the Commission to de-activate position titled "Senior Buyer" (1.0 FTE, range 36, position #530) in the Purchasing Department's Fiscal Year 2008 personnel budget and add position titled "Buyer" (1.0 FTE, range 33, position #717), effective 1/31/2008.

Purchasing is requesting this be approved on a first reading.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 08

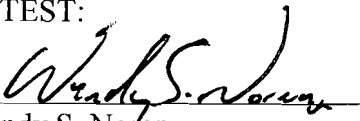
In the County Commission of said county, on the 5th day of February 20 08

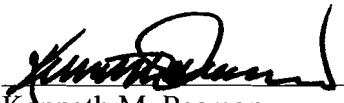
the following, among other proceedings, were had, viz:

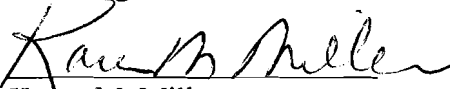
Now on this day the County Commission of the County of Boone does hereby award bid 01-15JAN08 – Pull Type Paver to Victor L. Phillips Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 5th day of February, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT FOR
Pull Type Paver**

THIS AGREEMENT dated the 5th day of February 2008 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Victor L. Phillips Company**, 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 the Pull Type Paver, bid number **01-15JAN08** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated January 10, 2008 and executed by Doug Sharp, 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 terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

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

- Item 4.7.1. – Pull Type Paver \$39,972.00

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within ninety (90) days after receipt of order.

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

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products 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.

VICTOR L. PHILLIPS COMPANY

BOONE COUNTY, MISSOURI

by *Jusan Parman*
title *Sales Conductor*

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

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, 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 the contract do not create in a measurable county obligation at this time.)

2040/92300 - \$39,972.00

Jane E. Pitchford
Signature *by ag*

1/29/08
Date

Appropriation Account

4. Response Form

- 4.1. Company Name: Victor L. Phillips Company
- 4.2. Address: 4100 Gardner
- 4.3. City/Zip: Kansas City, Mo 64120
- 4.4. Phone Number: 816-241-9290
- 4.5. Fax Number: 816-241-1738
- 4.6. Federal Tax ID: 44-0390945
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. PRICING

	Qty	Unit Price
4.7.1. Pull Type Paver as per Section 2	1	\$ 39,972.00

4.8. Cash Discount \$ 400.00 net 10 days

4.10. GRAND TOTAL \$ 39,572.00 *

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

4.11.1. Authorized Representative (Sign By Hand):
Doug Sharp Date: 01/10/08

Print Name and Title of Authorized Representative

Doug Sharp Sales Representative

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

Yes No

4.13. Delivery ARO: 90 days

4.14. Attach warranty information with the response form as per 2.3.16.

* Adjustable hitch arms are included in price.

Warranty

CUSTOMER TO RETAIN THIS CARD
MACHINE MODEL NO.
SERIAL NO.

WARRANTY: LAYTON MANUFACTURING CO., 4725 Turner Road, Salem, Oregon 97301, hereby warrants to the purchaser of its products from its manufacturing facility or any authorized LAYTON MANUFACTURING CO. DISTRIBUTOR or REPRESENTATIVE for a period of twelve (12) months from the date of purchase, that the product shall be free from defects in material and workmanship.

UNAUTHORIZED REPAIR OR ABUSE: The Warranty included herein shall not apply to any product that shall have been serviced or repaired by other than the Manufacturer or its authorized service or repair facility, or authorized DISTRIBUTOR, or altered in any way that would, in the Manufacturer's judgment, affect its operation or reliability, or the product or any component thereof shall have been subjected to misuse by negligence or accident or failure to adhere to the written instructions prescribed in the Operation and Service Manuals provided by the Manufacturer.

EXPRESS WARRANTY IN LIEU OF ALL OTHER WARRANTIES: This Warranty is express and in lieu of any and all other warranties relating to the product, express or implied, including but not limited to, any warranty of merchantability and any other statements made which might imply liability on the part of the Manufacturer. It is expressly understood that any such statements were not intended to, and did not, form a part of the purchase agreement and that said statements were merely made in the course of negotiations of the parties. There are NO warranties which extend beyond the face hereof.

MANUFACTURER TO REPAIR OR REPLACE: LAYTON MANUFACTURING CO. will, at its option, without charge to the original purchaser, supply materials and labor and replace or repair any part or parts found upon examination by any authorized LAYTON MANUFACTURING CO. REPRESENTATIVE or at the LAYTON MANUFACTURING CO. facility in Salem, Oregon to be defective in material or workmanship, or both, within twelve (12) months from the date of original purchase from an authorized LAYTON MANUFACTURING CO. DISTRIBUTOR or REPRESENTATIVE.

PLACE OF REPAIR: LAYTON MANUFACTURING CO. authorizes its DISTRIBUTOR to perform the warranty service work at the original purchaser's site or at such other location as may be convenient.

RISK OF LOSS AND SHIPPING COST: Any transportation charges for, or the risk of damage or loss incurred in connection with the transportation of the product or component parts submitted to LAYTON MANUFACTURING CO. for inspection and replacement or repair, or both, under this Warranty, shall be borne by the purchaser.

NON-LIABILITY OF LAYTON FOR LOSS OF USE: LAYTON MANUFACTURING CO. shall not be liable for loss of profit or any other damages or claims for damages arising out of, or in connection with, delays or interruptions of the use of the product by purchaser whether such shall occur by reason of defective material or workmanship or both, or any delays or interruptions in the use of the product occurring by reason of the shipment or transportation to the LAYTON MANUFACTURING CO. facility or its DISTRIBUTOR.

NON-LIABILITY OF LAYTON FOR INJURY OR DAMAGE: LAYTON MANUFACTURING CO. shall not, under any circumstances, be held liable or responsible for injuries or damages to persons or property arising out of, or in connection with, the willful or negligent misuse, including operation beyond rated capacity or other use even if in accordance with Manufacturer's printed instructions, or any injuries or damages to persons or property arising out of, or in connection with, the use or operation of any of its products.

"AS IS" SALE OF USED EQUIPMENT: The Warranty included herein shall not apply to used equipment or products, and the purchaser thereof waives any warranties, express or implied, by law and such equipment is sold "as is" with all defects unless such a warranty is made in writing and in a form and manner authorized by the Manufacturer.

DESIGN CHANGES: LAYTON MANUFACTURING CO. reserves the right to make changes in design, or to make additions to, or improve its products without imposing any obligation upon itself to install them on its products previously sold.



LAYTON MANUFACTURING CO 4725 Turner Rd., Salem, OR. 97301



Request for Bid (RFB)

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

Tyson Boldan, Buyer
(573) 886-4394 – Fax: (573) 886-4390
Email: tboldan@boonecountymmo.org

Bid Data

Bid Number: **01-15JAN08**
Commodity Title: **Pull Type Paver**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **January 15, 2008**
Time: **10:30 A.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**

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

Bid Opening

Day / Date: **January 15, 2008**
Time: **10:30 A.M.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

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

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
1) the provisions of the Contract (as it may be amended);
2) the provisions of the Bid;
3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - One (1) current model Pull Type Paver with manufacturer's standard equipment and features specified below.
 - 2.1.1. **Quantity – One (1)**
- 2.2. **MINIMUM TECHNICAL SPECIFICATIONS**
 - 2.2.1. **Approximate Dimensions:** HxLxW – 5'4"x6'5"x8'; Weight – 4000 lbs; Spread Depth – 0 to 6" minimum; Screed Width – 8' to 12'; Operation Speed – 12' Wide, 2" deep, 100' per minute.
 - 2.2.2. **Engines:** Two (2) heavy-duty vertical shaft Honda (8.5 hp each) engines, 12 V electric starter plus hand recoil starter, alternator, cast iron cylinder liners, heavy duty mufflers. Propane powered – one five (5) gallon tank for each motor.
 - 2.2.3. **Hitch Arms:** Heavy-duty alloy steel, tapered roller bearings in rim rolls, roller thrust bearings in side rolls. Length adjustable in 3 inch increments to 9".
 - 2.2.4. **Control System:** Left side Controls – Hitch arms, shutoff gate, and screed hoist vertical control levers; Dual Controls (left and right side) – joystick and L/R side select toggle switches for hydraulic screed extensions, hydraulic depth controls, and auger operation.
 - 2.2.5. **Augers:** Cast chrome alloy iron with auger flights 3/8" thick x 20" long x 9" diameter w/ 9" pitch. Drive chain – double #50 roller, Shaft – 2-3/8" diameter, Speed – 100 r.p.m., Mounting – installed low in the hopper with no external hanger bearings.
 - 2.2.6. **Undercarriage:** Rubber tires (8), 5.30x6 six-ply mounted in line, two sets of dual tandem pneumatic, walking beam mounted.
 - 2.2.7. **Hopper:** Capacity – 3 Tons, Shutoff gate – coordinated double clamshell type, Hopper opening – 13.5".
 - 2.2.8. **Screed Plate/Heater:** Bolt on type, reversible, heat treated, abrasion resistant (3/16" thick, minimum 360 hardness on brinell scale, tensile strength 190,000 p.s.i); Heater – two burners externally mounted w/ heat exchangers to use existing propane tanks. Includes pressure regulator and gauges.
 - 2.2.9. **Screed Crown/Invert:** Ratchet controlled, mounted on U-joints, both leading and trailing edge adjustable simultaneously.
 - 2.2.10. **Horn:** Electric, 12V push button on each side with controls.
 - 2.2.11. **Screed Hoist:** Two cylinders with single arm hydraulically powered.
 - 2.2.12. **Transporting unit:** Unit shall be equipped with lifting chains (rated for machine weight) mounted such that the machine can be lifted with the tail gate of the truck and transported off of the ground at low speeds.
 - 2.2.13. **Manuals:** Operator's manual, parts book and service/repair manual shall be furnished with each machine upon delivery. Manuals may be in the form of CD's or DVD's.
 - 2.2.14. **Vendor Service/Repair Facilities:** The vendor shall state in the returned bid the location of the service and repair facility and parts depot.
 - 2.2.15. **Demonstration:** Prior to awarding the bid, vendor(s) may be requested to demonstrate equipment on-site at the Boone County Public Works Department.
 - 2.2.16. **Warranty:** Manufacturers standard warranty applies. Vendor shall include description and price schedules for any extended warranty programs offered by the manufacturer.
- 2.3. **Designee – Boone County Public Works**
 - 2.3.1. **Contact –Tyson Boldan, Boone County Purchasing Department 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: 573-886-4394 Facsimile: 573-886-4390**
 - 2.4. **Delivery:** Units shall be delivered with Bill of Sale and Manufacturer's Statement of Origin.
 - 2.4.1. **Delivery Terms:** FOB- Destination. Boone County Public Works Department, Maintenance Operations, 5551 Highway 63 South, Columbia, MO 65201
- 2.5. **ADDITIONAL TERMS AND CONDITIONS:**
 - 2.5.1. **Equipment shall be properly serviced, including grease and oil to the proper levels.**
 - 2.5.2. **Vendor to include product literature for each proposed piece of equipment.**
 - 2.5.3. **Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications and demonstration of machine. Availability of parts, speed of service, and location of service/warranty work will weigh into consideration of award.**

3. Response Presentation and Review

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

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. PRICING

Qty

Unit Price

4.7.1. Pull Type Paver as per Section 2

1

\$

4.8. Cash Discount

\$ _____ net _____ days

4.10. GRAND TOTAL

\$

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

4.11.1. Authorized Representative (Sign By Hand):

_____ Date: _____

Print Name and Title of Authorized Representative

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

_____ Yes _____ No

4.13. Delivery ARO: _____

4.14. Attach warranty information with the response form as per 2.3.16.



Standard Terms and Conditions

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

Tyson Boldan, Buyer
(573) 886-4394 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation 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 quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

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

“No Bid” Response Form

Tyson Boldan, Buyer
(573) 886-4394 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid:01-15JAN08-Pull Type Paver

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 08

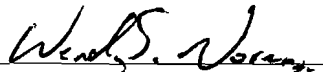
In the County Commission of said county, on the 5th day of February 20 08

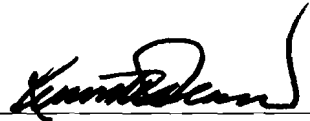
the following, among other proceedings, were had, viz:

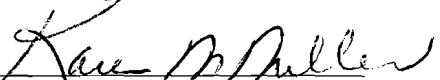
Now on this day the County Commission of the County of Boone does hereby appoint Max Lewis to the Boone County Family Resources Board of Directors for an interim term beginning February 5, 2008, and ending December 31, 2008.

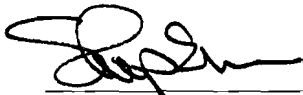
Done this 5th day of February, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

81-2008

RECEIVED DEC 26 2007

Ken Pearson, 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

effective 2/5/08
expires 12/31/08
interim vacancy

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Boone County Family Resources Board of Directors Term: 12/23/2007

Current Township: Columbia Today's Date: 12/23/2007

Name: Max Lewis

Home Address: 1201 Paquin Apt. 609 Zip Code: 65201

Business Address: N/A Zip Code: N/A

Home Phone: (573) 449-2847 Work Phone: _____
Fax: None E-mail: max@socket.net

Qualifications: J.D. - 2003 Univ. of Mo Law school
M.Ed. - 1994 Univ. of Mo
B.S. - 1992 Univ. of Mo
Attorney: Columbia, Missouri 2004 - present
• Family Law
• Estate and Trust
• Real Estate Leases
Law Clerk for Department of Treasury, U.C.: Treasury Inspector General for Tax Administration 2002
• FTCA
• FOIA Appeals

Past Community Service: Board of Directors: Services for Independent Living CE 2007
Formal Hearing Panel Representative: Columbia Housing Authority CE 2004-present
Adapted Gymnastics: 1987-present; head coach for disabled children
Chair for Campus-Wide Disability Committee - 1999
Chair for Paquin Tenant Association 1997-1998
Vice President of Barrier Free CE 1999 - 2000

References: Robert (Bob) Bailey
Professor of Law
University of Missouri
Columbia, MO 65211
(573)882-6891
Lex Wagner
Director of Boone Family Resources
1209 E. Walnut St
Columbia, MO 65201
(573) 874-1996
C. J. Dykhouse

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

Application for Appointment to Board of Director of Boone County Family Resources

Boone County Family Resources was established in 1976 with the passage of a special property tax levy. The agency, through its Board of Directors, purchases and provides services for eligible persons of all ages with developmental disabilities. As an administrative agent of the Department of Mental Health, the scope of services has expanded since establishment of the agency, and has grown to include residential services, vocational and practical living skills training, and family support services. The agency is nationally accredited and has a multi-million dollar budget. Additional information about the agency may be obtained at the agency's website, www.bcfrr.org, or by contacting the agency.

Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board, agency policy and the resolution adopted by the Board regarding disclosure of potential conflicts of interest on file with the Missouri Ethics Commission. Board members of Boone County Family Resources also serve on the board of Life and Work Connections, Inc., a Section 501(c)(3) corporation that provides vocational services to young adults through a contractual arrangement with Boone County Family Resources. As appointees of a statutorily created entity with broad powers, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the agency they serve. Conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

APPLICATION

Name: LEWIS MAX A.
Last First Middle Initial

Home Address: 1201 PAQUIN ST APT 609

City: COLUMBIA, MO Zip: 65201

Employment Address: SAME AS ABOVE

City: _____ Zip: _____

At which address would you prefer to be contacted: _____ Home _____ Business

Email Address (where you wish to be contacted): Max@socket.net

Home Phone: (573) 449-2847 Business Phone: NA

Section 205.970 RSMo requires that at least 7 of the board members be residents of the county where the facility is located. Are you a Boone County resident and how long have you lived in Boone County? Yes 21 Years _____ Months

Are you a registered voter? _____ Yes _____ No

Have you previously served as a member of a board? If yes, identify the board and the dates of service.

No

What other professional, civic or community endeavors are you currently involved in?

BOD for SIL, hearing panelist for ~~CAH~~ ^{CHA}, pro-bono attorney,
head coach for disabled children's gymnastics program

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.

No

Section 205.970, Revised Statutes of Missouri, requires that at two of the nine members of the board of directors be related by blood or marriage within the third degree to a handicapped person as defined in Section 205.968 as a person who is "lower range educable or upper range trainable mentally retarded or a person who has a developmental disability." Are you related by blood or marriage within the third degree to a handicapped person as defined in Missouri statutes?

[Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.] If yes, please identify the person and the relationship.

William Suhr, half-brother, mental disability
Person Relationship

For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or marriage. [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Have you or a related family member applied for eligibility and been determined eligible or ineligible for services of Boone County Family Resources at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

yes. I am receiving services from BCFR

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

see attachment

Do you or any related family member have any financial interest, directly or indirectly, in any contract or subcontract with Boone County Family Resources; or have you or a related family member been employed by any agency or entity that contracts or subcontracts with Boone County Family Resources; or in the sale to Boone County Family Resources of land, materials, supplies, or services? If yes, please explain.

No

Are you or any related family member now or have you or a related family member ever been employed by Boone County Family Resources? If so, please give dates of employment and position held.

No

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Family Resources? If so, identify the interest and the relationship.

No

Have you ever been arrested, charged, or convicted of any felony? _____ Yes No
If yes, please explain.

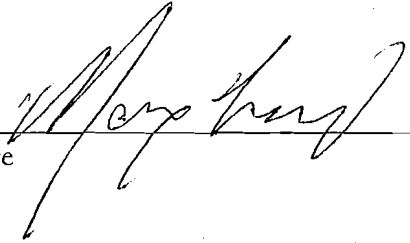
Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? _____ Yes No
If yes, please explain.

References:

See attachment
Name Nature of Relationship Contact Information Years Known

Name Nature of Relationship Contact Information Years Known

By my signature, I agree to comply fully with board policy, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Board of Directors of Boone County Family Resources.


Signature

12/29/07
Date

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

I have been a resident of Columbia for 20 years. Of those 20 years in Columbia I have lived with a cervical fifth nerve spinal cord injury. This disability has placed me in a wheelchair, where I may provide an unique reference to offer this particular board a genuine perspective for those they serve. Additionally, due to my disability I have been in multiple environments that identify the necessities for a large number of varying disabled individuals that are placed in impoverished environments and rely on organizations such as Boone County Family Resources for survival. In fact, I have lived in Paquin Tower for the past 20 years of my life where I have encountered numerous individuals with varying disabilities and that rely on Boone County Family Resources for independent living. Finally, I myself am an individual that receive services from Boone County Family Resources and feel that this places me in a distinctive position of contributing to the further development and distribution of services provided by Boone County Family Resources.

Qualifications:

Past Community Service:

Board of Directors: Services for Independent Living – 2007

Formal Hearing Panel Representative: Columbia Housing Authority – 2004-present

Adapted Gymnastics: 1987-present; head coach for disabled children

Chair for Campus-Wide Disability Committee - 1999

Chair for Paquin Tenant Association 1997-1998

Vice President of Barrier Free – 1999 - 2000

References:

Robert (Bob) Bailey
Professor of Law
University of Missouri
Columbia, MO 65211
(573)882-6891

Les Wagner
Director of Boone Family Resources
1209 E. Walnut St
Columbia, MO 65201
(573) 874-1995

C. J. Dykhouse
Columbia, MO attorney
806 Locust
Columbia, MO 65201
(573) 443-6244

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 08

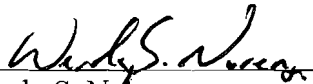
In the County Commission of said county, on the 5th day of February 20 08


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

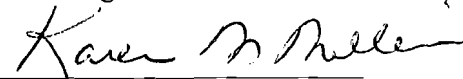
Now on this day the County Commission of the County of Boone does hereby appoint Don Stamper to the Boone County Family Resources Board of Directors for a term beginning February 5, 2008, and ending February 4, 2011.

Done this 5th day of February, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

RECEIVED DEC 26 2007

Ken Pearson, 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

eff. re 2/5/08
expires 2/4/2011

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Boone County Family Resources Term: Any

Current Township: _____ Today's Date: _____

Name: Don Stamper

Home Address: 2502 Hollyhock Dr Town: Col, MO Zip Code: 65202

Business Address: 2604 N Stadium Blvd Town: Col, MO Zip Code: 65202

Home Phone: _____ Work Phone: _____
Fax: 573-446-2860 E-mail: d.stamper@conagg-mo.com

Qualifications: Previous Experience in government, Health care, on the board and with
Community Activities

Past Community Service: BCFR Board, Chair Prep Hope, Boone County Commission,
Chamber of Commerce, REDI, REIN, BCPSD, To many to list

References: _____

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.

Don Stamper
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

Application for Appointment to Board of Director of Boone County Family Resources

Boone County Family Resources was established in 1976 with the passage of a special property tax levy. The agency, through its Board of Directors, purchases and provides services for eligible persons of all ages with developmental disabilities. As an administrative agent of the Department of Mental Health, the scope of services has expanded since establishment of the agency, and has grown to include residential services, vocational and practical living skills training, and family support services. The agency is nationally accredited and has a multi-million dollar budget. Additional information about the agency may be obtained at the agency's website, www.bcftr.org, or by contacting the agency.

Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board, agency policy and the resolution adopted by the Board regarding disclosure of potential conflicts of interest on file with the Missouri Ethics Commission. Board members of Boone County Family Resources also serve on the board of Life and Work Connections, Inc., a Section 501(c)(3) corporation that provides vocational services to young adults through a contractual arrangement with Boone County Family Resources. As appointees of a statutorily created entity with broad powers, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the agency they serve. Conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

APPLICATION

Name: Stamper Don g
Last First Middle Initial

Home Address: 2502 Hollyhock Dr

City: Columbia MO 6 Zip: 65202

Employment Address: 2604 N Stadium Blvd

City: Columbia MO Zip: 65202

At which address would you prefer to be contacted: Home Business

Email Address (where you wish to be contacted): d.stamper@conagg-mo.com

Home Phone: _____ Business Phone: 573-864-0303

Section 205.970 RSMo requires that at least 7 of the board members be residents of the county where the facility is located. Are you a Boone County resident and how long have you lived in Boone County? Yes Years 45 years Months

Are you a registered voter? Yes No

Have you previously served as a member of a board? If yes, identify the board and the dates of service.

BCFR Board, RedE, Chamber of Commerce, BCRSD, RAIN

What other professional, civic or community endeavors are you currently involved in?

Currently serve as ED for Central Missouri Development Council

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.

Presiding Commission Boone County 1-1-91 thru 12-31-2002
Member Governing Trust for Home Land Security

Section 205.970, Revised Statutes of Missouri, requires that at two of the nine members of the board of directors be related by blood or marriage within the third degree to a handicapped person as defined in Section 205.968 as a person who is "lower range educable or upper range trainable mentally retarded or a person who has a developmental disability." Are you related by blood or marriage within the third degree to a handicapped person as defined in Missouri statutes? NO [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.] If yes, please identify the person and the relationship.

Person

Relationship

For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or marriage. [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Have you or a related family member applied for eligibility and been determined eligible or ineligible for services of Boone County Family Resources at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

I have always worked closely with the BCFR group and the work that they do

Do you or any related family member have any financial interest, directly or indirectly, in any contract or subcontract with Boone County Family Resources; or have you or a related family member been employed by any agency or entity that contracts or subcontracts with Boone County Family Resources; or in the sale to Boone County Family Resources of land, materials, supplies, or services? If yes, please explain.

NO

Are you or any related family member now or have you or a related family member ever been employed by Boone County Family Resources? If so, please give dates of employment and position held.

NO

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Family Resources? If so, identify the interest and the relationship.

NO

Have you ever been arrested, charged, or convicted of any felony? _____ Yes No
If yes, please explain.

Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? _____ Yes No
If yes, please explain.

References:

<u>Bob Boly</u>	<u>Friend</u>	<u>Long Time</u>
Name	Nature of Relationship	Contact Information Years Known

Name	Nature of Relationship	Contact Information Years Known

By my signature, I agree to comply fully with board policy, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Board of Directors of Boone County Family Resources.

Bob Boly
Signature

12-26-07
Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 08

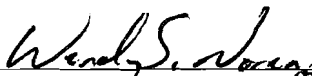
In the County Commission of said county, on the 5th day of February 20 08


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

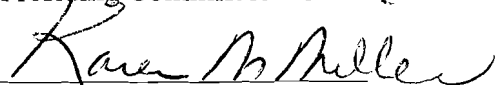
Now on this day the County Commission of the County of Boone does hereby appoint Sarah E. Giboney to the Boone County Family Resources Board of Directors for an interim term beginning February 5, 2008, and ending February 28, 2010.

Done this 5th day of February, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

RECEIVED DEC 27 2007

Ken Pearson, Presiding Commissioner
Karen, M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Sched.
Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

*effective 2/5/08
expires 2/28/2010
interim vacancy*

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Boone County Family Resources Board of Directors Term: 12/27/2007

Current Township: Three Creeks Today's Date: 12/27/2007

Name: Sarah E. Giboney

Home Address: 301 West Oaks Dr. Zip Code: 65010

Business Address: Smith Lewis LLP 111 S. Ninth St. Suite 200 Zip Code: 65201

Home Phone: 573-657-0264 Work Phone: 573-443-3141
Fax: 573-442-6686 E-mail: giboney@smithlewis.com

Qualifications: Current President, Midwest Special Needs Trust (MSNT); Bachelors of
Social Work w/ emphasis in home health; Juris Doctor; adult sibling with DD
(Down Syndrome)

Past Community Service: Midwest Special Needs Trust Board Member (2002-present);

References: Bob Bailey, Chair, BCFR, 882-6487
LaVonne Daniels, PhD, Ex. Dir., MSNT 882-3388

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

Application for Appointment to Board of Director of Boone County Family Resources

Boone County Family Resources was established in 1976 with the passage of a special property tax levy. The agency, through its Board of Directors, purchases and provides services for eligible persons of all ages with developmental disabilities. As an administrative agent of the Department of Mental Health, the scope of services has expanded since establishment of the agency, and has grown to include residential services, vocational and practical living skills training, and family support services. The agency is nationally accredited and has a multi-million dollar budget. Additional information about the agency may be obtained at the agency's website, www.bcfr.org, or by contacting the agency.

Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board, agency policy and the resolution adopted by the Board regarding disclosure of potential conflicts of interest on file with the Missouri Ethics Commission. Board members of Boone County Family Resources also serve on the board of Life and Work Connections, Inc., a Section 501(c)(3) corporation that provides vocational services to young adults through a contractual arrangement with Boone County Family Resources. As appointees of a statutorily created entity with broad powers, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the agency they serve. Conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

APPLICATION

Name: Giboney Sarah E.
Last First Middle Initial

Home Address: 301 West Oaks Dr.

City: Ashland Zip: 65010

Employment Address: Smith Lewis LLP, 111 S. 9th St. Suite 200

City: Columbia Zip: 65201

At which address would you prefer to be contacted: _____ Home Business _____

Email Address (where you wish to be contacted): giboney@smithlewis.com

Home Phone: 657-0264 Business Phone: 443-3141

Section 205.970 RSMo requires that at least 7 of the board members be residents of the county where the facility is located. Are you a Boone County resident and how long have you lived in Boone County? 5 Years 1 Months

Are you a registered voter? X Yes _____ No

Have you previously served as a member of a board? If yes, identify the board and the dates of service.

Midwest Special Needs Trust 2002-present

What other professional, civic or community endeavors are you currently involved in?

Midwest Special Needs Trust, President, member Board of Trustees,
member Legal Committee

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.

No

Section 205.970, Revised Statutes of Missouri, requires that at two of the nine members of the board of directors be related by blood or marriage within the third degree to a handicapped person as defined in Section 205.968 as a person who is "lower range educable or upper range trainable mentally retarded or a person who has a developmental disability." Are you related by blood or marriage within the third degree to a handicapped person as defined in Missouri statutes? [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.] If yes, please identify the person and the relationship.

John T. Giboney

Brother/Sister

Person

Relationship

For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or marriage. [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Have you or a related family member applied for eligibility and been determined eligible or ineligible for services of Boone County Family Resources at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

No

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

I want to be involved with organizations that improve the quality of life for persons with developmental disabilities.

Do you or any related family member have any financial interest, directly or indirectly, in any contract or subcontract with Boone County Family Resources; or have you or a related family member been employed by any agency or entity that contracts or subcontracts with Boone County Family Resources; or in the sale to Boone County Family Resources of land, materials, supplies, or services? If yes, please explain.

No.

Are you or any related family member now or have you or a related family member ever been employed by Boone County Family Resources? If so, please give dates of employment and position held.

No.

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Family Resources? If so, identify the interest and the relationship.

No.

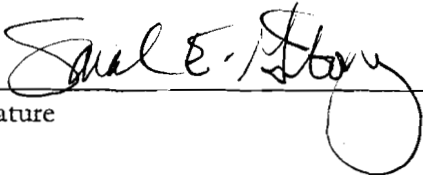
Have you ever been arrested, charged, or convicted of any felony? _____ Yes No
If yes, please explain.

Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? _____ Yes No
If yes, please explain.

References:

Bill Powell, Smith Lewis	employer	443-3141	8
<i>Name</i>	<i>Nature of Relationship</i>	<i>Contact Information</i>	<i>Years Known</i>
Gerald Zafft, Stinson	co-Board member, MSNT	314-719-3045	5
<i>Name</i>	<i>Nature of Relationship</i>	<i>Contact Information</i>	<i>Years Known</i>

By my signature, I agree to comply fully with board policy, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Board of Directors of Boone County Family Resources.


Signature

1/13/08
Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 08


In the County Commission of said county, on the 5th day of February 20 08


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

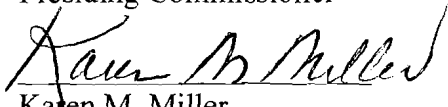
Now on this day the County Commission of the County of Boone does hereby approve the use of the Commission Chambers on the third Friday of each month for 3 months beginning February 2008 from 6:30 p.m. through 9:00 p.m. for Karis Church community events.

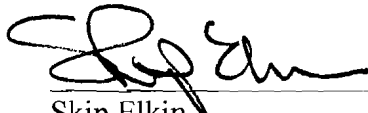
Done this 5th day of February, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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84-2008

Ken Pearson, 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

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: Community Event - Film viewing + discussion

Date(s) of Use: monthly - Friday evenings 3rd Friday of each month.

Time of Use: From: 6:30 a.m./p.m. thru 9:00 a.m./p.m.

per phone conversation w/ Rob Gaskin 2/4/08

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm220 - Rm208 - Rm139
Centralia Clinic

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. 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.
2. 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.
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 courthouse grounds and/or carpet and furnishings in rooms.
4. 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.
5. 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.

Name of Organization/Person: Keris Church / Formerly Grace Church of Columbia

Organization Representative/Title: Rob Gaskin, deacon, pastoral assistant

Address/Phone Number: 209 Anderson Columbia, Mo 65203

Date of Application: 1-25-08

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: *Approved for* BOONE COUNTY, MISSOURI

Wendy...
County Clerk

3 months beginning February 2008 per Commission
[Signature]
County Commissioner

DATE: 2/5/08

Order 2/5/08